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# AGREEMENT

Between

**COMMUNICATIONS WORKERS  
OF AMERICA**

and

**CAROLINA TELEPHONE AND  
TELEGRAPH COMPANY**

90 pp

Effective November 30, 2002  
Through November 29, 2005

**TARBORO, NORTH CAROLINA**



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## **AGREEMENT**

THIS AGREEMENT, made this 30th day of November, 2002, by and between CAROLINA TELEPHONE AND TELEGRAPH COMPANY, herein referred to as the "Company" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, herein referred to as the "Union". WHEREAS, the parties have carried on collective bargaining negotiations for the purpose of developing an agreement with respect to wages, hours and other terms and conditions of employment, and have reached agreement upon the terms of an agreement. NOW THEREFORE, this Agreement shall be binding upon the legal successors and assigns of the Company and the Union; and in consideration of mutual covenants herein contained, the parties have contracted and agree as follows:

### **DEFINITIONS**

1.01 Basic Rate of Pay. The rate of pay, exclusive of all differential or extra payments.

1.02 Call-out. A call of an employee while off duty to work hours not previously scheduled and when the duration of the work cannot be predetermined, except that the following shall not be considered a call-out:

- A. If the time worked immediately precedes, follows, and connects with regularly scheduled time.
- B. Work assignments, when notice is given in advance and the minimum assigned time is two (2) hours on week-days and three (3) hours on holidays and Sundays.

1.03 Change in Schedule. A change in schedule is a shifting of hours within the previously posted work schedule.

1.04 Connecting Work. Any work that connects with the beginning or end of scheduled time. If the employee requests and receives time off for a relief or meal period between the scheduled time and the connecting time, such break shall not change the connecting nature of the work.

1.05 Full-Time Employee. An employee engaged to work a full-time or normal workweek.

1.06 Gender. The use of the masculine or feminine gender, or titles such as frameman, switchman, etc., in this Agreement, shall be construed as including both genders and not a sex limitation.

1.07 Headquarters Exchange, Location, Town. An exchange area, location or town designated by the Company as being the place of employment for a particular employee.

1.08 Holiday Work. Any work that begins on an authorized holiday.

1.09 Net Credited Service. Length of service as computed for pension and benefit purposes.

1.10 Night Tour. A tour that falls wholly or partly within the period from 7:00 p.m. to 7:00 a.m.

1.11 Nonscheduled Time. Nonscheduled time consists of the following:

- A. Nonconnecting work of which the employee is advised while on duty or when the duration of the work assignment can be predetermined.
- B. Assignment of an employee to work on a nonscheduled day for a full tour or when the duration of the assignment can be predetermined.

1.12 Occasional Employee. One who is engaged for a period of not more than three consecutive weeks regardless of the length of his/her daily or weekly assignments. He/she is an employee only on the days he/she works.

1.13 Overtime Rate. One and one-half times the basic rate of pay as required under the terms of the Fair Labor Standards Act.

1.14 Part-Time Employees. An employee is scheduled to work less than the number of hours in the normal workweek.

1.15 Part Tour. A work assignment of shorter length than the normal tour or workday.

1.16 Premium Pay. Pay at the overtime rate for non-overtime work at hourly rates equal to the overtime rate, for example, Sunday work.

1.17 Regular Rate of Pay. Basic pay plus any differential pay for work on evening and night tours. No overtime or extra pay other than evening or night differential is included in regular pay.

1.18 Service Requirements. Service requirements as determined by the Company.

1.19 Session: One of the two parts into which a tour is divided.

1.20 Sunday Work. Any that begins on a Sunday.

1.21 Temporary Employee. One whose term of employment is intended to last more than three (3) weeks but not more than one (1) year.

1.22 Tour. Any eight hours of performance of assigned duty.

1.23 Tour Differential. Payments, over and above the basic rates, made to weekly rated employees who work tours that do not fall wholly within the day period, 7:00 a.m. to 7:00 p.m.

1.24 Wage Length of Service (Wage Credit). Period credited to an employee in the application of the wage schedule for his/her job title. In paid absence cases under the "Plan for Employees' Pensions, Disability Benefits, and Death Benefits", only the first month of such absence is included in computing wage experience credit, except that employees absent as a result of, and who receive payments for, accidents arising out of, and in the course of, employment shall accumulate wage experience credit during the time of such absence and payment.

1.25 Weekly Rated Employee. An employee whose basic rate of pay is established on a weekly basis.

1.26 Workday. The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is a part of the workday on which such tour or call-out begins. Any connecting time that precedes a tour is a part of the workday on which the connecting time begins. Any connecting time that follows a tour is a part of the workday on which the tour begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work that starts at or after 12:00 midnight preceding the day and before midnight ending the day shall be at the rate prescribed for that day.

1.27 Work Group. A group of employees who are assigned to the same work location (place of reporting) and who interchange on work assignments and relieve each other; or who are assigned to the same first line supervisor and are assigned to separate work locations and who interchange on work assignments and relieve each other.

## **Article 1 RECOGNITION**

The Company recognizes and will deal with the Union as the sole collective bargaining agent with respect to wages, hours of employment, and other conditions of employment for all employees presently listed under the wage guides in Appendix A of the Business Wholesale Markets Organization, Network Engineering, Customer Service Organization, Network Planning, Network Support, Network Operations, and Consumer Market Group at the Company's offices and installations in the State of North Carolina but excluding all professional employees, confidential secretaries, Director's secretaries, General Manager's secretaries, Branch Manager's secretaries (for Marketing and Business Development), supervising clerks, guards and supervisors as defined in the National Labor Relations Act, as amended. Not included are employees of the Company at Southern Pines, Pinehurst, Vass, Carthage, Whispering Pines, Robbins, Fuquay Varina, Angier, Siler City, Pittsboro, Bonlee, Goldston, Gibsonville, and Kernersville.

## **Article 2 COMPANY-UNION RELATIONS**

**Section 1.** The Company and the Union recognize that it is in the best interest of the parties, the employees, and the public that all dealing between them be characterized by responsibility and respect. To this end, the Company and the Union and their respective representatives will apply the terms of this Agreement fairly in accord with its intent and meaning, and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

## **Article 3 MANAGEMENT RIGHTS**

**Section 1.** It is understood and agreed that the Company has all customary and usual rights, functions, and authority of management.

**Section 2.** The Company shall have the exclusive right to:

- A. Direct and supervise the Company's plant and business operations and policies;
- B. Assign, modify or change work duties or requirements;
- C. Establish and maintain rules for safe and efficient operations;
- D. Move a facility or operation to another location or another facility, or close or liquidate a facility;
- E. Discontinue, temporarily or permanently, in whole or in part, the conduct of its business or operations;
- F. Install, remove, or change machinery and equipment and introduce new or improved methods, materials and facilities;
- G. Determine the qualifications for and make the selection of its managerial, supervisory, professional and administrative personnel;
- H. Determine, administer, rearrange and change methods, materials, equipment, work and safety standards or performance requirements needed in any job or area;

- I. Decide the number of employees needed at any particular time or place and be the sole judge of the quality and acceptability of the communication service rendered to the public.

The exercise by the Company of any right listed in A.-I., inclusive, of this section may not be made the subject of the grievance or arbitration procedure of this Agreement. The Company has the unqualified right to place any or all of such enumerated rights into effect without notice to, or negotiation with the Union.

**Section 3.** It is further understood and agreed that all rights heretofore exercised by, or inherent in the Company, not modified or restricted by the terms of this Agreement, are retained solely by the Company.

#### **Article 4 WORK JURISDICTION**

**Section 1.** This Agreement does not guarantee to any employee or classification of employee in the unit described in Article 1 the exclusive right to any work. While the Company recognizes the right of its employees in normal circumstances to perform its work rather than suffer a lay-off from employment, yet the Union recognizes the right of the Company to contract out or transfer work to other persons when it determines that same is warranted.

**Section 2.** The Company agrees that in its employment of contract labor to assist in the carrying out of its program of construction, installation, removal, maintenance or repair of its telephone plant, it will not use contract labor so as to result in the layoff of any regular employee normally performing the same work as that which is contracted out, and that the Company will not work hourly rated contract forces in excess of a normal forty (40) hour work-week when qualified Company forces performing the same type of work in the exchange are available and have not been afforded the same amount of overtime opportunity in that week.

#### **Article 5 NON-DISCRIMINATION**

**Section 1.** Neither the Company nor the Union, its agents or members shall:

- A. Discriminate against any employee because of his/her being or not being, or becoming or not becoming, a member of the Union; or
- B. Intimidate or coerce any employee into joining or not joining, or continuing or not continuing his/her membership in the Union; or
- C. Discriminate against any employee because of action taken by either party in processing grievances under the provision of this Agreement; or
- D. Discriminate against any employee because of race, religion, color, age, handicap, creed, sex, or national origin. In keeping with this Agreement, neither the Company nor the Union will tolerate sexual harassment by any of its employees. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
  1. Submission to the conduct is made either an explicit or implicit condition of employment;
  2. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or

3. The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

**Section 2.** The Company and the Union will comply with the Americans with Disabilities Act to ensure fair and equitable treatment of applicants and employees with disabilities. The parties herein will further ensure that reasonable accommodations are afforded to disabled applicants and employees on a case by case basis.

## **Article 6 PROBATIONARY PERIOD**

**Section 1.** Any employee covered by this Agreement shall be regarded as a probationary employee for the first six (6) months [except Network Switching Technician and Business Service Technician - twelve (12) months] of his/her employment. If such employee is retained in the employ of the Company longer than said probationary period, he/she shall be considered a regular employee and seniority shall date back to the date of original employment.

Those employees first hired as a contractor or temporary employee will have all such time worked in a specific classification count toward his/her probationary period for such classification.

If probationary employees are laid off during the probationary period because of lack of work, they shall have credit for all time worked prior to such lay-off counted for the purpose of completing their probationary period.

**Section 2.** Should such probationary employee be deemed unsatisfactory, in the judgement of the Company, at any time during the probationary period, he/she may be discharged, disciplined or suspended, without recourse to the arbitration provision of this Agreement.

## **Article 7 HOURS OF WORK AND BASIS OF COMPENSATION**

**Section 1. Work Schedules.**

A. Work schedules for all employees shall be posted officially by 3:00 p.m. on Thursday for each employee who is scheduled for assigned tours for the next calendar week; except that:

1. Holiday schedules shall be posted not later than 3:00 p.m. on Thursday of the second week preceding the week in which the holiday falls.
2. Schedules for Sunday will be posted on the preceding Monday.
3. An Operator Services employee desiring a day off shall submit a written request to the Manager-Operator Services, or to his/her representative, not later than Tuesday noon preceding the posting of the weekly schedule.

B. Work schedules shall stipulate the starting and ending time of such tours, together with the starting and ending time of each session. Intervals between sessions shall be shifted as necessary to meet service requirements.

C. Where employees work common hours as a group, a statement which meets the requirements of paragraph B. may be posted for the group as such.



D. At locations where no management person is assigned to supervise the employees involved, a letter to such employees which meets the requirements of paragraph B. may be addressed to them advising that until further notice they are to work that schedule. At such locations this shall be considered as complying with paragraph A. above.

E. Insofar as service requirements permit, Sunday assignments shall be rotated among the qualified employees within a work group.

1. For Business Wholesale Markets, Network Engineering, Customer Service Organization, Network Planning, Network Support, Network Operations employees only, evening, night and day tours will be rotated on Sundays among those in the work group normally scheduled to work such tours.

## **Section 2. Scheduling Tours.**

A. Tours may fall on any day of the week necessary to meet service requirements, except that tours and part-tours which make up the normal workweek may not be spread over more than six (6) days of the calendar week except for part-time employees who work less than forty (40) hours per week. All Operator Services operating room employees, and Business Wholesale Markets, Network Engineering, Customer Service Organization, Network Planning, Network Support, Network Operations employees regularly assigned to evening and night tours shall have their tours scheduled in accordance with Article 15.

1. Scheduled time is composed of tours and/or part-tours and the scheduled time for any workday shall not normally exceed the length of the normal tour.

2. There shall be no more than four (4) hours between sessions of a split tour. The session shall not be less than three (3) hours or more than five (5) hours in length.

B. Employees shall be scheduled to work no more than twelve (12) consecutive days or sixteen (16) consecutive hours, except where acute service conditions develop, and in such cases, they shall be paid two (2) times their basic rate of pay for days worked in excess of twelve (12) or for hours worked in excess of sixteen (16) consecutive hours.

C. Insofar as service requirements will permit, except for rotation of Sunday and holiday hours and choice of tours, a minimum time interval of twelve (12) hours [eleven (11) hours in Operator Services] shall elapse between a scheduled ending time of one tour and the scheduled starting time of the next. A minimum of six (6) hours must elapse between the scheduled ending of a tour and the scheduled starting time of the next tour when rotating Sunday and holiday tours, or when exercising choice of tours.

D. Employees shall be either scheduled to work or scheduled off on authorized holidays.

1. Insofar as service requirements permit, employees shall be excused on authorized holidays.

2. a. Insofar as practicable employees working on a holiday will be rotated from holiday to holiday among those qualified within a work group. Insofar as practicable employees working on Christmas Eve (Operator Services only), Christmas and Mother's Day (even though Mother's Day is not an authorized holiday) will be rotated from Christmas Eve to Christmas Eve, Christmas to Christmas and Mother's Day to Mother's Day, except that rotations shall not apply to employees who have vacation scheduled during Christmas week.

b. When December 25 falls on Sunday, holiday schedules for operating forces in Operator Services will be rotated on Sunday rather than the observed holiday.

E. Changes from officially posted weekly work schedule may be made in accordance with the following:

1. At the discretion of the supervisor in charge to meet service requirements.
2. At the request of employees and subject to the provisions of paragraph E.1. of this section and subparagraphs a. and b. below.
  - a. Such requested changes shall be made when no replacement of the employee's schedule is required and when the services of the employee making the request may be profitably used during the hours to which he/she wishes to change.
  - b. When a replacement of the employee's schedule is required, the change shall be made provided an agreeable change can be made in the schedule of another employee and provided such change does not involve overtime pay. The minimum period for which an employee may change hours with another employee is one session. An employee will not normally be allowed to make more than one scheduled change for a particular day.
  - c. Employees shall not be restricted to the number of hours between sessions of a tour when they wish to trade any part or all of their tour, provided that no less than six (6) hours elapse between the ending of one tour and the beginning of the next as a result of such trade.

F. Any connecting time worked that precedes or follows a scheduled tour shall be paid separately on a one-quarter (1/4) hour basis.

### **Section 3. Reporting Time Worked.**

Work time for the basic workweek shall not be reported or classified in less than one-fourth hour periods. For example, an employee working three hours and five minutes shall report 3 1/4 hours; an employee working three hours and sixteen minutes shall report 3 1/2 hours.

### **Section 4. Relief and Meal Periods**

- A. A relief period of fifteen (15) minutes during each session shall be granted each employee. The time for such relief periods to be taken shall be fixed by the supervisor in charge and shall be near the mid-point of the session as is practicable. Such time shall be considered as time worked.
- B. In cases of connecting, call-out or nonscheduled work when an employee requests time off for a relief or meal period, such request will be granted, without pay, if practicable in view of the nature or expected duration of the work.
- C. When service requirements so dictate, the normal one (1) hour lunch period may be reduced to thirty (30) minutes by the Company.

### **Section 5. Pay for Work on Weekdays. (Other than an Authorized Holiday)**

- A. Employees working on weekdays shall be paid at the regular rate for all scheduled time worked, except as otherwise provided in this section.

B. Except for call-outs, employees working on a weekday shall be paid at the overtime rate for all non-scheduled time worked. In cases where such time would ordinarily have been subject to overtime payment because of the number of hours worked, no further payment shall be made. Nonscheduled time paid at the overtime rate and worked with twenty-four (24) hours notice shall not be included in the computation of the eight (8) hour and forty (40) hour eligibility for payment at the overtime rate specified in paragraph 5.C.

C. Employees working on weekdays shall be paid at the overtime rate for time worked in excess of the normal workday [eight (8) hours] and/or at the overtime rate for time worked in excess of forty (40) hours during the calendar week.

1. Employees will be paid at two (2) times the basic rate of pay for all time worked in excess of fifty-five (55) hours in a calendar week. In computing these hours, only time actually worked will be counted except that time excused on an observed holiday (except personal holiday) up to the length of a normal tour shall be credited as a normal tour in computing the hours of work time.

D. When scheduled hours are changed by the Company, the new scheduled time worked on weekdays within twenty-four (24) hours after notice of the change but outside the previously posted schedule shall be paid for at the overtime rate.

E. Lunch or meal periods between sessions which are shifted by the Company shall not be considered as a change in scheduled hours referred to in paragraph D.

F. When a scheduled weekday is changed by the Company from a workday to an off day without twenty-four (24) hours notice employees shall be paid on the new off day for three (3) hours at the overtime rate.

G. Employees shall be paid any applicable evening or night differentials.

## **Section 6. Call-Out.**

A. A call of an employee while off duty to work hours not previously scheduled and when the duration of the work cannot be determined, except that the following shall not be considered a call-out:

1. If the time worked immediately precedes, follows, and connects with regularly scheduled time.
2. Work assignments, when notice is given in advance and the minimum assigned time is two (2) hours on weekdays and three (3) hours on holidays and Sundays.

B. The minimum compensation for a call-out on a weekday that does not connect with an employee's scheduled tour, shall be two (2) hours' pay at one and one-half (1 1/2) times the basic rate if the call-out begins at or after 7:00 a.m. and before 7:00 p.m., and three (3) hours' pay at one and one-half (1 1/2) times the basic rate if the call-out begins at or after 7:00 p.m. and before 7:00 a.m. Time worked during a call-out on weekdays shall not be considered in computing overtime for the week.

C. Similar assignments on holidays shall carry a minimum of three (3) hours' pay at one and one-half (1 1/2) times the basic rate if the call-out begins at or after 7:00 a.m. and before 7:00 p.m. and a minimum of four (4) hours' pay at one and one-half (1 1/2) times the basic rate if the call-out begins at or after 7:00 p.m. and before 7:00 a.m.

D. For a call-out on Sunday, hours will be as specified in paragraph C. and pay shall be at the double time rate. The time shall not be included in determining the forty (40) hour workweek.

## **Section 7. Nonscheduled Time.**

### **A. Nonscheduled time consists of the following:**

1. Non-connecting work of which the employee is advised while on duty or when the duration of the work assignment can be predetermined.
2. Assignment of an employee to work on a nonscheduled day for a full tour or when the duration of the assignment can be predetermined.
3. In the case of nonscheduled work as described in A. 1. and A. 2. above, a minimum of two (2) hours at the applicable rate shall be paid when the work takes place on any day other than a Sunday or a holiday. A minimum of three (3) hours at the applicable rate shall be paid when the work takes place on a Sunday or a holiday. Time worked in excess of the minimum shall be paid at the rate applicable.

## **Section 8. Pay for Work on Sunday**

A. Employees working on Sunday shall be paid at the Sunday rate [one and one-half (1 1/2) times the basic hourly rate] for a normal workday [eight (8) hours] or any part of a normal workday, and they shall be paid at the double time rate [two (2) times] for work in excess of the normal workday. Applicable evening or night differentials shall be paid.

B. When a scheduled Sunday is shifted by the Company from a workday to an off day without twenty-four (24) hours notice employees shall be paid for three (3) hours at the Sunday rate.

## **Section 9. Pay for Authorized Holiday.**

A. Employees shall be paid a day's basic pay for an authorized holiday irrespective of any payment for time worked on the holiday, except as provided in paragraphs 1. through 5. below:

1. Absentees, meaning employees failing to report for scheduled work on the holiday, or on either of the days that immediately precede or follow the holiday, shall receive no pay for the holiday unless such absences are excused.
2. Employees who have been granted a formal or informal leave of absence during a period in which a holiday occurs shall not be eligible to receive pay for the holiday. For the purposes of this paragraph only, absence for five (5) consecutive scheduled workdays shall constitute an informal leave of absence unless such absences are permitted by the Company due to a temporary force surplus.
3. Employees who are eligible to receive department sickness payments because of sickness on a holiday shall receive no further pay for the holiday.
4. Employees who are eligible to receive sickness benefit payments or accident benefit payments under the Employees' Benefit Plan because of disablement on a holiday shall receive no further pay for the holiday.
5. An employee whose last day of work before leaving the service is on a day immediately preceding a paid holiday shall receive no pay for the holiday.

B. Regular part-time employees shall be paid regular pay equal to the number of hours normally worked on a weekday.

**Section 10. Pay for Work on Holiday.**

A. Employees working on a holiday shall be paid at one and one-half (1 1/2) times the regular rate except as otherwise provided in this section.

B. Employees working on a holiday shall be paid at the overtime rate for work in excess of a normal tour.

C. When a scheduled holiday is shifted by the Company from a workday to an off day without twenty-four (24) hours notice, employees shall be paid on the holiday for four (4) hours at the regular rate.

D. Times worked and/or excused on a holiday observed Monday through Saturday up to the length of a normal tour shall be credited as a normal tour in determining the daily and weekly overtime.

E. Pay under this section is in addition to pay under Section 9.

**Section 11. Non-Compounding of Overtime.**

Notwithstanding any other provisions of this Agreement, employees shall not be paid for work on Sundays, weekdays, or holidays at any rate in excess of the overtime rate except where necessary to meet minimum pay requirements as stated in this Agreement.

**Section 12. Equalization of Premium Pay Work Opportunity.**

A. Opportunity to work at the overtime rate shall be equalized insofar as practicable within each work group. Scheduled time, worked on Sundays and holidays is not covered by this section, but is rotated in accordance with other provisions of this Agreement.

B. The Company has a right to require an employee to work on overtime, call-out or nonscheduled assignment.

**Article 8  
WAGES AND DIFFERENTIALS**

**Section 1. Wage Rates.**

A. Full-Time Employees. Pay and progression schedules for full-time employees shall be those shown in the appendix attached hereto and made a part of this Agreement.

B. Part-Time Employees.

1. The rate of pay and amount of increase for part-time employees shall be prorated by relating his/her hours of work to the normal workweek.

2. A part-time employee shall receive progression increases at the same work experience intervals as a full-time employee.

## **Section 2. Starting Rates.**

The Company shall have the right to determine the starting rate of each employee and shall assign wage credit as it feels proper according to the background of the individual being employed. As the proficiency of an employee is evaluated by the Company, the rate of pay may be adjusted upward or downward accordingly.

## **Section 3. Effective Date for Wage Increases.**

The effective date for wage increases shall be the beginning of the payroll period nearest the first day of the calendar month for employees engaged between the first and fifteenth days of the month, and shall be the beginning of the payroll period nearest the first day of the next succeeding month for employees engaged between the sixteenth and the last day of the month.

A. If an employee who is absent on account of sickness or accident for thirty (30) days or less becomes eligible for a general wage increase or if the consideration period for a scheduled increase falls within the period of absence on account of sickness or accident, the effective date of the increase shall be the day upon which the employee returns to work.

B. If the period of absence exceeds thirty (30) days and the employee becomes eligible for a general wage increase during the absence, the effective date of the increase shall be the day upon which the employee returns to work.

C. If the period of absence on account of sickness exceeds thirty (30) days and the employee becomes eligible for consideration of a scheduled increase within the period in excess of thirty (30) days, such increase shall be delayed for a period equivalent to the absence in excess of thirty (30) days.

## **Section 4. Transfers to a Lower Rated Job**

Employees transferred to lower rated jobs, either at their own request or due to unadaptability on existing assignments, will receive compensation based on the wage length of service in the lower rated job and under no circumstances to exceed the maximum for the lower rated job.

## **Section 5. Weekly Differential Payments.**

Employees shall be paid a weekly differential for working scheduled hours which fall wholly or partly within the period 7:00 p.m. to 7:00 a.m. in accordance with the table below:

<i>Basic Wage Rate Per Week</i>	<i>Rate Per Week Above Appropriate Wage Rate</i>
\$60.00 to 69.99.....	\$ 6.00
\$70.00 to 79.99.....	\$ 7.00
\$80.00 to 89.99.....	\$ 8.00
\$90.00 to 99.99.....	\$ 9.00
\$100.00 to 109.99.....	\$10.00
\$110.00 to 119.99.....	\$11.00
\$120.00 to 129.99.....	\$12.00
\$130.00 to 139.99.....	\$13.00
\$140.00 to 149.99.....	\$14.00
\$150.00 to 159.99.....	\$15.00

(Same pattern for each additional \$10.00 of basic wages.)

## **Section 6. Head Craftsperson Differential**

Employees in the Business Wholesale Markets, Customer Service Organization, Network Engineering, Network Planning, Network Support, Network Operations may be designated as head craft persons from within the affected work group and assigned the responsibility of working leader. During the period in which the title is held a differential of seventy-five cents (\$0.75) per hour will be paid for all hours of the assignment.

## **Section 7. Relief Differentials.**

When an employee is designated by the Company to temporarily relieve a service assistant, head craftsperson, service observer, management employee, or to fully perform the functions of an employee on a higher classification for a period not to exceed four (4) weeks [thirteen (13) weeks for relief due to disability, anticipated disability, or newborn child care], he/she shall be paid a relief differential of \$2.80 per session for each full session (or at least three hours of such session) of such work performed, except that such differential shall not result in the base pay of the relieving employee exceeding the top wage rate for the classification in which the relief occurs. The time limitation for relief differential may be extended or waived by mutual agreement between the Company and Union representatives. The relief differential does not apply to work provided solely to avoid lost time during inclement weather.

## **Section 8. Coach Differential**

Employees designated by the Company to act as a coach will receive a differential of seventy-five cents (.75) per hour for all hours worked and will not perform their normal job duties during such assignment unless specifically directed to do so by the Company. It is recognized that the Company may from time to time, in its discretion, direct employees designated as coaches to perform other (non-coach) work; but such employees will receive the Coach Differential, so long as they are designated as a coach by the Company.

## **Article 9 HEALTH AND SAFETY**

**Section 1.** When employees report for duty and because of inclement weather are, in the opinion of the supervisor, unable safely to perform their regular work, they shall be assigned such other work as may be available in order that their time may be profitably utilized.

**Section 2.** Notwithstanding the provisions of Section 1. above, employees who report for work and who, because of unsatisfactory or unsafe working conditions that are beyond the control of the Company, are unable to satisfactorily perform any work shall be paid for three (3) hours or until dismissed from duty, whichever time period is greater.

**Section 3.** The maintenance of proper health and sanitary conditions and the observance of all laws relating to fire protection and safety are of mutual concern to the Company and the Union.

## **Article 10 HOLIDAYS**

### **Section 1. Authorized Holidays.**

Effective 1/1/2000, the Company recognizes the following holidays:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day
Five (5) Personal Holidays * (as shown in Article 10, Section 5)		

## **Section 2. Holidays Falling on Sunday.**

When an authorized holiday falls on Sunday, the following Monday shall be observed as the holiday.

## **Section 3. Holidays Falling on Saturday.**

When an authorized holiday falls on Saturday, the preceding Friday shall be observed as the holiday except that Operator Services operating room employees will observe Saturday as the holiday.

## **Section 4. Holidays within Vacation Period.**

When an authorized holiday falls within an employee's vacation period, an additional day of vacation shall be granted and may, unless acute service demands prohibit, be taken at any time within the vacation year provided that the additional day is selected not later than Tuesday noon preceding the posting of the schedule for the week in which the holiday is to be taken.

## **Section 5. Personal Holidays.**

- A. 1. An employee may select five (5) personal holidays each year. The selection of three (3) of these holidays will be made by seniority, individually among the employees in the work group and completed by December 15 of the preceding year. Up to 10% of the employees in the workgroup may select the same day for two (2) personal holidays and not be subject to staffing requirements. If more than 10% of the employees in a work group select the same day, then staffing requirements as determined by management will be the determining factor. One (1) day will be selected subject to staffing requirements as determined by management.

The remaining two (2) personal holidays may be selected at other times during the year subject to service requirements. Notice must be given of the day selected to the employee's supervisor by Tuesday noon preceding the posting of the schedule for the week in which the holiday is to be taken. These two (2) holidays may be taken in segments of one (1) hour or more, subject to service requirements.

2. Personal holidays must be used by the end of the calendar year and cannot be carried over to the next calendar year.

- B. In the first year of employment, employees hired between January 1<sup>st</sup> and February 28<sup>th</sup> will be granted five (5) personal holidays; employees hired between March 1<sup>st</sup> and April 30<sup>th</sup> will be granted four (4) personal holidays; employees hired between May 1<sup>st</sup> and June 30<sup>th</sup> will be granted three (3) personal holidays; employees hired between July 1<sup>st</sup> and August 31<sup>st</sup> will be granted two (2) personal holidays; and employees hired between September 1<sup>st</sup> and October 31<sup>st</sup> will be granted one (1) personal holiday.

## **Article 11 VACATIONS**

### **Section 1. Vacation Eligibility.**

- A. For regular employees, the eligibility for vacation with pay during the calendar year employed is as follows:



## 1. EMPLOYEES HIRED

## VACATION ELIGIBILITY

1/1 THROUGH 1/15	10 DAYS
1/16 THROUGH 2/15	9 DAYS
2/16 THROUGH 3/15	8 DAYS
3/16 THROUGH 4/15	7 DAYS
4/16 THROUGH 5/15	6 DAYS
5/16 THROUGH 6/15	5 DAYS
6/16 THROUGH 7/15	4 DAYS
7/16 THROUGH 8/15	3 DAYS
8/16 THROUGH 9/15	2 DAYS
9/16 THROUGH 10/15	1 DAY

Employees hired after October 16 through December 31 shall receive no vacation during the hiring year.

2. Employees having less than five (5) years of credited service will receive two (2) weeks vacation with pay for 80 hours at their base rate of pay.
3. Commencing in the calendar year in which employees complete five (5) years of credited service they will receive three (3) weeks vacation with pay for 120 hours at their base rate of pay.
4. Commencing in the calendar year in which employees complete fifteen (15) years of credited service they will receive four (4) weeks vacation with pay for 160 hours at their base rate of pay.
5. Commencing in the calendar year in which employees complete twenty-five (25) years of credited service they will receive five (5) weeks vacation with pay for 200 hours at their base rate of pay.

B. In the event an employee takes vacation prior to accruing it, and resigns from the Company, the unaccrued vacation time already utilized will be deducted from the final paycheck.

## Section 2. Vacation Assignments

A. Vacations in accordance with the provisions of Section 1. may be taken at any time, subject to service requirements, during the calendar year. Vacations shall be scheduled five (5) consecutive days and may be scheduled for two (2), three (3), or four (4) consecutive weeks. Vacations should be scheduled to begin on the first working day of the week. Although vacation normally will be taken in segments of one week, an employee may take vacation in increments of one-half day, a day or more at a time where service requirements permit, as determined by management.

B. The selection of vacation time shall be based upon seniority in each work group. An individual employee may exercise his/her seniority with respect to vacation periods only at the time the vacation schedule for a given work group is established. If the vacation period is to be split, seniority may be exercised only on the first segment until all employees in the work group have made their selection. Thereafter an employee may exercise his/her seniority with respect to the second segment of his/her vacation as outlined above, and the same procedure shall be adhered to with respect to any additional vacation segments.

C. The Company will post no later than November 1 preceding the vacation year a vacation schedule showing the number of employees in each work group who can be off during the vacation period, together with the vacation allowance for which each is eligible.

D. Starting no later than December 1 preceding the vacation year the Company will make a reasonable effort to contact employees, in order of their seniority, so that they may choose a vacation period from those available. Employees not making a selection at the time of contact and employees with whom the Company was unable to contact after a reasonable effort to do so, shall be passed over but shall have the right to make a selection from the remaining available vacation periods in accordance with their seniority at any subsequent time prior to January 1 of the vacation year. Vacation periods for employees failing to meet this requirement shall be assigned by the Company.

E. Vacations may be rescheduled during the un-expired portion of the vacation year upon the request of any employee providing such rescheduling is consistent with service requirements.

1. If an employee is ill on the first day of his/her vacation period, or the first day of any subsequent full week's segment of his/her vacation period, to the extent that he/she would be unable to take vacation, or such segment, or return to work, the vacation, or such segment shall be rescheduled upon his/her request, provided that the employee's supervisor is notified on the first day of illness.

2. If reasonable notice is provided his/her supervisor, an employee who is required to report for jury or witness duty as described in Article 17, Section 4.A.1., on the first day of the vacation period, or the first day of any subsequent full week's segment of the vacation period, shall have vacation, or such segment, rescheduled upon request.

F. Once vacations have been scheduled, they shall not be changed at the initiative of the company except in such cases where service requirements demand such changes or such changes will obviate the layoff or separation of other employees. Once vacations have been scheduled, they shall not be changed at the initiative of the employee unless such changes are consistent with service requirements.

G. Vacation Carryover: The Company agrees to allow employees covered by the labor agreement to carry over up to a maximum of one (1) week (40 hours) of vacation to the following calendar year. The week of vacation must be scheduled and taken before March 31<sup>st</sup> of the following year and is not cumulative.

Employees on Short Term Disability at year-end also will be able to carry over a maximum of 40 hours of unused vacation with a March 31<sup>st</sup> expiration date.

Employees may carry over vacation by notifying their supervisor by October 1<sup>st</sup>. If an employee desires to carry over vacation after October 1<sup>st</sup> they may do so with the agreement of their supervisor. The employee shall select by November 1<sup>st</sup> the vacation time they wish to take in the first quarter of the following year in order for such selection to have priority. Any selections requested and approved after November 1<sup>st</sup> shall not have priority over vacation weeks selected during the normal vacation process.

### **Section 3. Vacation Pay.**

A. Vacation pay for a regular full-time employee shall be at the basic rate of pay.

B. Vacation pay for regular part-time employees shall be at the basic rate of pay prorated according to the average weekly scheduled hours of the employee during the preceding four (4) weeks.

### **Section 4. Vacation Treatment for Employees Leaving the Service.**

A. An employee who leaves the service on or after December 26 of the current year shall be granted pay in lieu of unused vacation time to which he/she would have been entitled had he/she remained in service during the subsequent year.

B. An employee is not entitled to pay in lieu of vacation during a period for which he/she is receiving a payment on account of disability.

#### **Section 5. Vacation Treatment for Employees Returning to the Service.**

An employee who resumes employment following pension status, layoff, or a leave of absence (except military leave of absence) and has not previously received vacation for the year in which he/she resumes employment shall be eligible for a vacation when he/she has worked for as much as thirteen (13) weeks following his/her last paid vacation, to include eight (8) weeks following his/her return from leave of absence.

#### **Section 6. Vacation Treatment for Sick Employees.**

An employee who is eligible for sickness benefits under the Employees' Benefit Plan but whose term of service is such that he/she loses pay during the first seven (7) calendar days of absence on account of sickness may elect to receive compensation in lieu of vacation notwithstanding the provisions of Section 2.E. This applies only to time lost on account of sickness or off-duty accidents.

### **Article 12 TRAVEL TIME**

#### **Section 1. Time Considered Worked.**

A. Time spent by an employee in traveling from the Company designated place of reporting to the job, and from the job back to such place at the conclusion of the day's work, shall be considered as time worked except that when an employee elects to commute as authorized by Article 13 only one way travel on the first and last days of the assignment shall be considered.

B. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling from one job assignment to another or from one town to another shall be considered as time worked.

C. Time spent by an employee, at the direction of the Company, in traveling before or after the hours of his/her scheduled or assigned tour, which may be described as "all in a day's work," shall be considered as worked time.

D. When an employee is directed to travel continuously for more than a full working day, the time spent traveling shall be considered as time worked provided that such travel is by means authorized by the Company.

E. When an employee is required by the Company to travel on a day on which he/she was not scheduled, he/she shall be considered as working on such day for the number of traveling hours provided that such travel is by means authorized by the Company.

1. Insofar as it is practicable, the Company will not require employees to travel on Sundays or holidays.

#### **Section 2. Pay Basis for Travel Time.**

When it is to be considered as time worked, travel time shall be paid for on the same basis as actual work time.

**Article 13**  
**TRAVEL EXPENSES**

**Section 1. Expense in Connection with Transfers.**

- A. The Company shall not pay transfer or moving expenses when an employee is transferred at his/her request.
1. The employee shall suffer no loss of regular pay for reasonable time off to arrange for suitable housing, the moving of household furnishings and to make the trip to the new location.
- B. When an employee is transferred at the instance of the Company from one town to another, he/she shall be given reasonable notice prior to the transfer, and reasonable expenses to the employee in connection with the transfer shall be borne by the Company.
1. The employee shall suffer no loss of regular pay for reasonable time off to arrange for suitable housing, the moving of household furnishings, and to make the trip to the new location.
  2. The employee shall be reimbursed, upon presentation of receipted bills or other evidence of payment, for actual cost of transportation, meals, lodging, and other incidental expenses for the employee and the members of his/her immediate family residing with him/her including drayage costs and other incidental expenses of moving household furnishings.
  3. The employee shall be reimbursed for loss of unexpired rent or house payment for a period not to exceed one (1) month except that in case of undue hardship consideration will be given to reimbursing the employee for unexpired rent or house payment beyond one (1) month but not to exceed three (3) months.
- C. Any change in the designation of an employee's headquarters town shall be considered and treated as a transfer for the purpose of this section.

**Section 2. Travel Expense.**

- A. Employees shall, when required to travel, be reimbursed for necessary reasonable board, lodging and other expenses in accordance with the Sprint Employee Travel and Reimbursement Financial Practice. Employees will be responsible for obtaining Company designated credit cards for billing purposes when required by the Company.
1. An employee entitled to receive such expenses may elect to make his/her own living arrangements. In cases where the travel requires an overnight stay away from the employee's home, the employee will be paid an allowance of \$70.00 per night in lieu of such expenses for those meals, lodgings, and other expenditures which would otherwise be payable on an actual expense basis.
    - a. In the case of training schools or group movements of employees for emergency reasons, the Company may make suitable arrangements for lodging and/or meals for employees involved. If such an employee elects to make his/her own living arrangements, he/she will be paid the allowance otherwise payable under paragraph 1 above.
  2. An employee entitled to receive expenses incurred during a temporary transfer may elect to travel on his/her own time to and from his/her regularly established home. In this event the employee shall be paid a commuting allowance of \$25.00 per day or part day worked. Such employee

may be directed or permitted to ride one way in a Company vehicle without depriving him/her of his/her allowance. This commuting allowance is payable only for round trips from the location of the temporary assignment to the employee's home and return, and only on occasions which would have required an overnight stay had the employee not elected to return home.

a. An employee on actual expenses or receiving the allowance of \$70.00 per day who returns to his/her regularly established home overnight shall be considered to be on a commuting status for that day on which the trip home begins and shall be paid the commuting allowance of \$25.00 for that day.

3. When an employee is authorized by the Company to travel by means of his/her personal automobile, the employee shall receive the mileage allowance authorized by the Internal Revenue Service, for travel over the agreed upon route. The employee may be required to submit evidence that he/she has the minimum amount of liability insurance required by State law.

### **Section 3. Meal Allowance.**

A. Employees working after 7:00 p.m. as a result of overtime connected to scheduled time (callout or nonscheduled time is not applicable) shall be entitled to an evening meal allowance of \$9.50. To be eligible for this allowance the employee must work a minimum of one (1) additional hour beyond his/her scheduled end of tour without the opportunity for a meal period, must not normally complete his/her evening meal prior to reporting to work, and the time worked after 7:00 p.m. cannot be scheduled, non-overtime work.

## **Article 14 SENIORITY**

**Section 1.** The seniority date for regular full-time employees will be the net credited service date. Net credited service as shown on the employee's personnel record will be controlling. Length of service for part-time regular employees shall be adjusted on the basis of their hours worked in accordance with Section 3. shown below. For seniority purposes only, a break in an employee's net credited service shall be bridged after the employee has been continuously employed for a period of one (1) year, thereby establishing a new seniority date.

During the term of this Agreement, seniority shall be used for the purpose of assignment of tours as covered by Article 15, the choice of vacations, transfers at the instance of the employee or the Company, and for lay-offs and recalls.

**Section 2.** Seniority During Absences. Net credited service allowed during leaves of absence shall apply to seniority; that is, only thirty (30) days of any leave of absence other than military or Union leaves of absence will be allowed. Net credited service and seniority will accrue during layoffs up to a maximum of six (6) months.

**Section 3.** Seniority for Part-Time Employees. Part-time employees shall accrue seniority credit in accordance with the following table:

<i>Number of Hours Normally Assigned Per Week</i>	<i>Seniority Credit (Per Calendar Month)</i>
Up to 8 Hours, inclusive.....	1/5 month
Over 8 hours to 16 hours, inclusive.....	2/5 month
Over 16 hours to 24 hours, inclusive.....	3/5 month
Over 24 hours to 32 hours, inclusive.....	4/5 month
Over 32 hours.....	1 month

**Section 4.** Notwithstanding other provisions of this article, employees entering the bargaining unit with previous bargaining unit service will have such service immediately apply as seniority for all uses. In addition, all employees entering the bargaining unit with previously established net credited service shall, after one year, have such service apply for all uses of seniority except for force adjustments.

## **Article 15 CHOICE OF TOURS**

### **Section 1. Operator Services Employees.**

- A. Operator Services employees shall have the opportunity to exercise their seniority in the choice of tours within the work group no less frequently than weekly. The Company in offering choice of tours reserves the right to make assignments as may be necessary for compliance with the law, adequate meeting of service requirements and necessary training or retraining.
- B. Each employee shall exercise choice of tours from the posted master list of tours in accordance with seniority.
- C. Tours will generally consist of two (2) four-hour sessions; however, there will be situations requiring sessions of three (3) hours and five (5) hours and/or three and one-half (3 1/2) hours and four and one-half (4 1/2) hours, separated by a lunch period of not less than one-half (1/2) hour or more than four (4) hours except for employees who work on night tours falling wholly between 9:00 p.m. and 8:00 a.m. Where no lunch period is provided during the tour, the tour will be considered as consisting of two (2) four-hour sessions.
- D. Once a schedule assignment is complete, no change shall be made in the assignment until the next selection period except where the Company finds it necessary for service requirements to revise the schedule in less than one (1) week.
- E. An employee returning from leave of absence, or lay-off or coming in by transfer, or employees who have their service bridged following the selection of tours, shall be granted choice of tours in accordance with their seniority at the next revision of the schedule or selection as stated in paragraph 1. of this section.
- F. Insofar as service requirements permit, the Company shall assign tours within the work group in accordance with preference of employees in the order of their seniority except that seniority shall not entitle any employee to select a tour assigned by the Company to an operator having less than six (6) months service.
- G. Employees with at least thirteen (13) weeks of service shall be allowed to choose night tours in order of seniority except that the operator in charge must have at least twelve (12) months of service.
- H. Operator Services shall follow the procedures outlined in paragraphs 1, 2, 3, 4 and 5 of this paragraph H. in the assignment of tours of operating room forces.
  - 1. At the time of posting the master list of tours, the Company shall also post for each work group the names and seniority dates for all employees. An employee who will enter the work group or report to the work group when it is known in advance will be included on the list.
  - 2. Employees who return from leave of absence or vacation or who are transferred into the work group shall be placed on the seniority list in time for a selection of tours option which may be exercised no later than noon on the first Monday following the entry into the work group.

3. Employees entering or returning to the work group who have not been assigned in the current weekly work schedule shall be assigned any available tours for the current week.
4. After the weekly schedule is posted, employees who relieve in a higher rated job shall assume the hours assigned to the person being relieved.
5. Operator Services employees shall have the same seniority rights in expressing a preference for tours on holiday, Saturday and Sunday schedules as they have in expressing a preference for tours on the weekday schedule and shall be given an opportunity to state this preference when the tour selections are made from the master list of tours.

I. Employees who wish to change their preference for choice of tours may do so as follows:

1. Weekday and Saturday Tours - An employee may change his/her request for choice of tours on weekdays and Saturdays by submitting to the Manager-Operator Services a request specifying the changes desired. Such request shall be submitted no later than 5:00 p.m. on Monday of the week preceding the week in which the change is to become effective.
2. Sunday Tours - An employee may change his/her request for choice of tours on Sunday by submitting to the Manager-Operator Services a request specifying the changes desired. Such request shall be submitted no later than noon on Friday of the second week preceding the week in which the change is to become effective.
3. Holiday and Separate Schedule Tours - An employee may change his/her preference for choice of tours on holiday or other separate schedules by submitting to the Manager-Operator Services a request specifying the changes desired. Such request shall be submitted no later than noon on Tuesday of the second week preceding the week in which the change is to become effective.

**Section 2. Business Wholesale Markets, Network Engineering, Customer Service Organization, Network Planning, Network Support and Network Operations.**

A. Insofar as service requirements permit, the Company shall assign tours within the work group in accordance with the preference of employees in the order of their seniority no less frequently than every four (4) weeks. The Company reserves the right to make assignments as may be necessary for compliance with the law, training or retraining and to determine the particular job classification experience level, or specialized training required for the tours being assigned.

1. When scheduled Saturday day tours (falling between 7:00 a.m. - 7:00 p.m.) are required, the assignment to work on Saturday will be rotated among all qualified employees in the same group who work at the same location(s) and who normally work day tours during the week. The hours of such tours will be assigned by the Company.

B. Each employee shall exercise the choice of tours from the posted schedule in accordance with seniority.

C. Tours will generally consist of two (2) four-hour sessions; however, there will be situations requiring sessions of three (3) hours and five (5) hours and/or three and one-half (3 1/2) hours and four and one-half (4 1/2) hours, separated by a lunch period of not less than one-half (1/2) hour except for employees on night tours falling wholly between 4:00 p.m. and 8:00 a.m. Where no lunch period is provided during the tour, the tour will be considered as consisting of two four-hour sessions.

D. Once a schedule assignment is complete, no change shall be made in the assignment until the next selection period except where the Company finds it necessary for service requirements to revise the schedule to less than four (4) weeks. For each such revision, the opportunity to exercise preference for choice of tours will be afforded.

E. An employee returning from leave of absence, or layoff or coming in by transfer, or employees who have their service bridged following the selection, shall be granted choice of tours in accordance with their seniority at the next revision of the schedule or selection as provided above.

F. Not more than four (4) weeks prior to the effective date of a new schedule the Company will post the schedule notice for the work group. The notice shall state the effective date of the new schedule and the date for submitting preference.

1. At the time of posting the schedule the Company shall also post for each work group the names and seniority dates, as of the date of schedule revision, for all employees. An employee who will enter the work group or report to the work group when it is known in advance will be included on the list.

2. An employee on vacation or leave of absence who is expected to return on or before the effective date of the new schedule, or an employee who has not indicated a preference will be assigned in accordance with the employee's last previously expressed preference, if such tour is available. If no preference has been expressed and the tour previously held is not available, any similar available tour will be assigned.

3. Employees who return from leave of absence or vacation or who are transferred into the work group after the effective date of the new schedule shall be placed on the seniority list immediately after the last employee who has exercised a preference.

4. Employees entering or returning to the work group who have not been assigned in the current weekly work schedule shall be assigned any available tours for the current week.

5. After the weekly schedule is posted, employees who relieve in a higher rated job shall assume the hours assigned to the person being relieved.

6. The posted schedule notice for submitting preference shall include only the names of employees who, in the judgement of the supervisor concerned, are qualified as a result of experience and training to satisfactorily perform their job assignments with minimum assistance and supervision. Only those employees whose names are so listed shall be eligible to choose tours.

7. The posted list shall not be required in work groups of less than four (4) employees.

## **Article 16 TRANSFERS**

### **Section 1. Transfer at Instance of Employee.**

A. 1. When the Company determines that it should fill a vacancy that occurs within this bargaining unit, the Company shall post upon designated bulletin boards or electronically and will notify the President of the four local unions. This notice shall state the position available, range of pay rates for that position, exchange location, name of supervisor, and qualifications required (including any tests, which must be passed in order to qualify for such position or other prerequisites for that position). Such notice shall remain posted for a period of seven (7) calendar days, and employees in this bargaining unit who desire to bid for that



position should submit a job interest form (electronically or via fax), supervisory approval not required, within the seven (7) calendar day period. After the seven (7) calendar day period, the Company shall remove the posting and shall notify the successful bidder, if any, within twenty one (21) calendar days of the removal of the posting. In addition, the Company shall notify all unsuccessful bidders of the successful bidder's name and bargaining unit seniority date, if applicable. If, after a notice has been posted in accordance with this Section, the Company decides not to fill the vacancy or vacancies, all bidders shall be notified of such decision.

2. Nothing in this Agreement is to be construed as prohibiting the Company in filling job vacancies from giving consideration to employees who do not submit requests under the provisions of paragraph A.1.

3. Notwithstanding other provisions of this section, an employee who submits a bid or letter of request of transfer to a different and specific job location in the same job title as that held on the date of the bid or request or to a job title in which the employee is currently fully qualified and for which no further training is required, shall be given consideration equal to that given an employee who submits a bid or request for upgrading, provided that the conditions and terms of Section 2 are met.

4. If the job cannot be filled by upgrading or transfer as provided by paragraph A.3. of this section, the Company may fill the opening from new hires.

B. The Company will give consideration to requests to an equally or lower rated job and an employee who desires to be transferred should notify his/her supervisor in writing of the job title and location to which he/she desires to be transferred. A request for lateral transfer will be valid for a period of six (6) months from the date the request is first made. The Company will determine whether employees who make such requests are qualified for the job vacancy.

## **Section 2. Conditions and Terms of Transfer at Instance of Employee.**

A. Consideration shall be given to the request of an employee for transfer as set forth in this article provided: (1) that it is based on good and sufficient reason as determined by management; (2) service requirements in the exchange or on the job from which the transfer is to be made will permit it; and (3) that the employee's qualifications as determined by management are such that his/her services may be profitably used in the exchange or on the job to which he/she wishes to transfer.

B. An employee who wishes to return from a leave of absence to a job title formerly held by that employee shall take precedence over an employee who seeks a transfer under the provisions of Sections 1. and 2. of this article.

C. Where more than one employee who is qualified, in the opinion of management, has requested a transfer to the vacancy, seniority shall prevail.

D. When an employee is selected for a job vacancy and job requirements preclude his/her immediate release, the employee shall be transferred to a similar vacancy as soon as his/her replacement can be found and trained.

E. When an employee is transferred to a job title having a lower wage guide, his/her rate of pay shall not be reduced if it is not above the maximum rate for the new job title. If his/her rate is above the maximum in the new job title, his/her rate shall be reduced to that maximum.

F. When an employee is transferred to a job having a higher maximum rate, the employee shall suffer no reduction in pay. The value of any previous experience of the employee as related to the new assignment shall be determined solely by management.

G. Where an employee has transferred pursuant to the provisions of this section, and the Company determines that such employee fails to perform his/her new job satisfactorily within ninety (90) days of the transfer, the Company may either (1) retransfer him/her to his/her former job or its equivalent if one is available, or (2) it may demote him/her to a lower rated classification if one is available, or (3) place the employee on leave of absence pending availability of a suitable job.

H. Normally, an employee granted a transfer under the provisions of this article shall not be granted another transfer for a period of one (1) year [except for transfers and new hires into the Network Switching Technician, Business Services Technician, and Utility Locator classifications - eighteen (18) months].

I. Hardship transfers shall be considered on a case by case basis. They shall be for good and sufficient reasons and mutually agreed to by the local President (having jurisdiction over the job being filled) and the appropriate Company representative.

### **Section 3. Transfer at Instance of the Company.**

A. When a job is to be filled by transfer to another job having the same classification among Union represented employees within the Company, the job will be offered to qualified employees in their order of seniority. In the event no one accepts the job, it shall be filled by transferring the junior employee, in the exchange from which the transfer is to be made, who is qualified.

If the new principal exchange is over fifty (50) miles from the original principal exchange, then the employee is not required to accept the transfer.

B. When an employee is transferred at the instance of the Company to a job title having a lower wage guide, his/her rate of pay shall not be reduced if it is not above the maximum rate for the new job title. If his/her rate is above the maximum in the new job title, his/her rate shall be reduced to that maximum.

C. When an employee is transferred to a job having a higher maximum rate, the employee shall suffer no reduction in pay. The value of any previous experience of the employee as related to the new assignment shall be determined solely by management, both at the time of transfer and in the future.

### **Section 4. Temporary Assignments.**

Temporary assignment of an employee to perform work in the same job classification to meet service needs at a location other than the regularly assigned work location shall not be considered as a transfer and seniority shall be observed among qualified employees.

### **Section 5. Conditions and Terms of Transfer of Physically Disabled Employee.**

When an employee becomes physically unable to perform in his/her assigned job title but is able, in the opinion of management, to perform in a less physically demanding job classification, management may offer the employee employment in such job vacancy. Under such conditions the requirements of Section 1. of this article will not apply.

### **Section 6. General.**

It is understood and agreed that all job vacancies for job titles listed on CWA CTT Weekly Wage Guide 9 need not be filled under the provisions of this article and that this article shall not preclude the Company from offering employment for such job vacancies.

**Article 17**  
**ABSENCES FROM DUTY**

**Section 1. Leave of Absence (Other than Military and Union).**

A. Insofar as service requirements permit, leaves of absence without pay for good causes and of reasonable length, will be granted to regular employees under the conditions set forth in this Article. The intention of the employee with respect to return to work shall be established in writing between the employee and the Company.

1. Leaves of absence of thirty (30) days or less (departmental leaves of absence) may be granted by the department head concerned. Departmental leaves may not be granted upon expiration of sickness disability benefits.

2. Leaves of absence in excess of thirty (30) days (formal leaves of absence) may be granted.

B. Leaves of absence without pay granted under this Article shall be in one of the following categories:

Reason for Leave	Service Requirements	Leave Eligibility
1. School	1 Year	4 Years
2. Armed Forces Training	(See Section 7)	Duration of Svc. Generally 6 Mos.
3. Military	(See Section 7)	Duration of initial service obligation
4. Personal Leave	Under 2 years	6 Months
	2 to 5 years	1 year
	Over 5 years	2 years
5. Newborn Child Care		3 Months

(a) Eligibility for Leave of Absence for Care of Newborn Children – Employees who have just completed a period of disability associated with childbirth and which disability period did not extend beyond three months following delivery qualify for this Leave. Employees who have not completed a disability associated with childbirth must provide satisfactory evidence of a direct association with newborn children to qualify for the Leave. “Direct association,” means either children under three months of age on the day prior to the day the Leave for care of newborn children is to commence.

(b) Period of Leave of Absence for Care of Newborn Children – This leave may be granted for a period of up to three months. The starting date will be at the end of the disability payment period associated with childbirth, the starting date of the Leave, with the approval of the Company, will be at such time an employee who meets the eligibility requirements for such a Leave requests.

(c) Reimbursement of Insurance Premiums – Coverage under the company’s health insurance and dental plans will be extended to employees on Leaves for Care of Newborn Children at employees’ expense if they were eligible for such coverage prior to going on Leave. The company shall upon application by the employee reimburse the employee for the Company’s contribution to the health insurance and dental plan premiums paid by the employee for the month in which the disability began.

(d) Service Credit – Employees granted Leaves of Absence for care of Newborn Children shall receive service credit for the first thirty (30) days of Leave if they return to work.

(e) Reinstatement from Leaves of Absence for Care of Newborn Children - Employees granted such Leaves shall be entitled to guaranteed reinstatement to the same job or one to similar status and pay three months following the date of birth of the natural or adopted child. If upon application for reinstatement prior to the end of the three month period following delivery a position of the like status and pay for which the employee is qualified is not available, reinstatement may be deferred until a position is available, but in no case shall reinstatement be deferred beyond three months following delivery. Reinstatement, as provided in this section, shall, however, be subject to force requirement adjustments which may have occurred because of technological changes which took place during the employee's absence on leave.

C. Miscellaneous paid absences

1. Jury Duty and Subpoenaed Witnesses. If reasonable notice be given his/her supervisor, an employee shall suffer no loss of base pay for the time necessarily consumed in the performance of jury duty and no deductions shall be made for any amount of monies received from civil authorities. While employees will not receive pay for time missed while serving as a witness, duly subpoenaed witnesses will be allowed time off without pay; and such time off will not be counted as a chargeable occurrence under the attendance program.

2. Quarantine. Absence due to unavoidable quarantine by the health authorities or a physician designated by the Company shall be subject to the same treatment absence due to personal illness, provided under Section 2 of this Article.

3. Deaths – In the case of death in the family of an employee, excused time off with pay for scheduled time, will be granted as follows: Up to five (5) days of paid leave for a death in the immediate family, defined as:

Spouse	Parents (including step-parents)
Child (including step-children)	Sibling (including stepbrother or stepsister)

Up to three (3) days for other covered relatives or household of such employee defined as:

Aunt	Uncle
Niece	Nephew
Grandparent	Grandchild
In-law (including mother, father, son, daughter, brother, sister, grandparents)	

“Household of employee” includes persons who regularly make their home with the employee as a part of the family.

Such time off will begin on the day of the death and may extend through the day following the funeral.

The Company shall be given reasonable notice prior to intended absence or funeral leave. In no case will payment be granted in lieu of time off nor will payment be made if death and funeral occur during non-work time. If a death or funeral of a member of the employee's immediate family occurs during the employee's vacation, the employee will be allowed to use funeral leave and reschedule the remainder of his/her vacation if time and service requirements permit.

4. Voting. If reasonable notice be given his/her supervisor, an employee shall suffer no loss of regular pay for time necessarily consumed in voting in any federal, state, municipal, or county elections, if the polls are not open during the employee's off hours, or if the employee does not have sufficient time to reach the polling place before or after his/her scheduled work hours.

5. Blood Donors. Employees who volunteer to donate blood to individuals or through the facilities of a blood collecting unit may be excused with pay for the time required to donate blood, not to exceed two (2) hours.

## **Section 2. Family and Medical Leave**

It is the Company's and Union's intention that the leave policy set forth in this article comply in all respects with the Family and Medical Leave Act. Leaves of Absence without pay granted under this Section shall be in one of the following categories.

A. Leave of Absence due to employee illness or accident. Regular employees whose illness or injury requires that they be absent from work are entitled to a Leave of Absence up to 12 workweeks. A medical certification shall be required to obtain or extend a medical Leave of Absence. An employee returning from a Leave of Absence for the employee's illness or injury shall be required to furnish a fitness for duty statement prior to assuming his/her job duties.

B. Leave to care for a newborn or newly adopted or newly placed foster child. A regular employee shall be entitled to a Leave of Absence up to 12 workweeks to care for a newborn child or to care for an adopted or foster child who has been placed with the employee. A leave for this purpose must be taken during the 12 month period beginning on the date of the birth or placement and may not be taken on an intermittent or reduced schedule basis.

C. Leave of Absence to care for a spouse, parent or child with a serious health condition. Regular employees will be entitled to a Leave of Absence of up to 12 workweeks to care for their spouse, child or parent when that individual has a serious health condition. A Medical Certification shall be required to obtain a Leave of Absence for this purpose.

D. Maximum duration. Leaves of Absence to care for a newborn or newly adopted/placed child and Leaves of Absence to care for a spouse, child or parent with a serious health condition, shall not exceed a total of 12 workweeks in any 12-month period either individually or aggregated with other Leaves of Absence granted pursuant to this section.

E. Notice required. If the need for a family or medical leave is foreseeable, the employee must give 30 days notice to the Company. If such need is not foreseeable, the employee must give as much notice as possible.

F. Pay while on leave. Employees who are on Leaves of Absence due to their own personal illness or injury may be entitled to sickness or accident benefits pursuant to Section 3. Other Leaves of Absence taken pursuant to this section will be without pay, except that if an employee has qualified for vacation pay, prior to commencing the leave, he or she shall be required to use such vacation during the Leave of Absence.

## **Section 3. Accident and Sickness Benefit Plan**

A. Effective with the first payroll period beginning three months after ratification, the Company agrees to provide accident and sickness benefits for all regular employees on a non-contributory basis, provided, however, the Company reserves the right to change insurance carriers or to establish other arrangements for accident and sickness benefits, so long as it maintains all present benefit practices, except scheduled benefits. The provisions of the Accident and Sickness Benefits Plan shall govern in all matters pertaining to accident and sickness benefits.

1. Any eligible employee receiving benefits under a previous plan on the effective date will continue to receive benefits under that plan until either of the following first occurs:

a) exhaustion of benefits

b) the employee returns to work on his/her regular work schedule.

2. To be a participant covered by the A&S Benefit Plan an employee must:

a) complete 90 calendar days of employment not counting time lost for illness, injury, or employee initiated non-paid absence.

b) be a regular full-time (scheduled to work 40 hours per week) or regular part-time (scheduled to work at least twenty hours per week).

B. Employees qualify for STD benefits when they are participants who cannot work at their usual job due to an illness or injury incurred, either on or off the job; and satisfy the requirements as outlined in this Article.

C. STD benefits begin on the first day of illness or injury for participants who miss consecutive workdays for a period of at least their regular workweek. STD benefits for occupational illness/injury begin on the first day of illness/injury.

1. Written medical certification will be required for any STD qualifying absence. Absences of a shorter duration will be considered as incidental absence (see "Paid Days Off Program") and not a part of STD. At the Company's discretion, medical certification, including an IME, may be required for such absences.

2. The employee is solely responsible for providing medical certification when requested by the Company. The Company may, at its own expense, require a subsequent evaluation or second opinion(s).

D. Employees do not qualify for STD benefits if:

1. they engage in any activity which is inconsistent with the application for STD.

2. the physician or counselor is not licensed by the state where treatment is received.

3. cosmetic surgery is performed except when medically necessary.

4. they refuse restricted or temporary alternate (light) duty assignments that are in compliance with work restrictions while receiving STD benefits; or

5. the illness or injury is caused by armed conflict, results from committing a felony or attempted felony, occurs while engaging in an illegal activity, or is intentionally self-inflicted.

E. If employment is involuntarily terminated due to reasons including but not limited to reduction in work force, resolution of a Workers' Compensation claim, plant/office closure, etc., while the employee is receiving STD benefits, the employee may continue to receive benefits until either the benefits are exhausted or the employee's doctor (or the IME doctor) states the employee can return to work. If employment is involuntarily terminated for just cause, STD benefits may be terminated immediately.

1. Other company benefits will cease as provided by each program. The Company may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, or if the employee does not comply with a Company request for an IME.

2. Failure to qualify for STD benefits does not preclude application for unpaid leave under the Family and Medical Leave Act (FMLA).

F. An employee may become or remain eligible for temporary restricted STD Benefits for a partial schedule if the certifying physician's opinion, or an IME physician's opinion, indicates a return to work in a temporary restricted duty capacity is permissible and the Company is able to accommodate the restrictions. Temporary restricted schedule STD benefits are paid when an employee misses portions of a workday or works a shortened workweek (partial schedule) due to illness or injury incurred on or off the job. The physician must state that the partial schedule will be temporary – no more than 90 days.

1. The restricted duty schedule must be consistent with the business unit's permitted schedules. The duration of the temporary restricted schedule will be at the Company's discretion, but in no case will it be longer than 90 days.

G. Employees released to a full work schedule with work restrictions may be allowed to perform temporary alternate (light) duty assignments at the Company's discretion. Light duty assignments are permitted provided there is meaningful business unit work available to be performed which does not violate the stated medical restrictions; and the prognosis from the treating physician (or IME) clearly indicates the employee will be able to return to his/her normal job duties within ninety (90) calendar days from the initiation date of light duty.

H. Application for non-occupational injury/illness related STD benefits must be submitted on properly completed Company forms and must be signed as directed. The forms will require a physician's written certification of inability to work to include the specific diagnosis, prognosis, expected date of return and any work restrictions which may apply.

1. The Company may suspend or deny STD benefits if proper certification is not received within fifteen (15) calendar days from the date the forms are provided to the employee.

2. When foreseeable, requests for absences should be submitted at least thirty (30) calendar days prior to the planned absence. In all cases, required forms should be returned as far in advance as possible.

#### I. Independent Medical Examination

The Company may, at its own expense, require an independent medical examination (IME) and certification by a second physician at any time during an illness/injury period. If the IME physician's determination does not support the need for time away from work, the pay for incidental absence or STD benefits will cease.

A third opinion may be requested by the employee at their own expense to resolve the conflict of opinion. The third examination and certification must be performed by a physician mutually agreeable to the Company and the employee. The third opinion is final and binding. If the results support the initial certification, pay for incidental absence and/or STD benefits will be reinstated retroactively and the Company will assume responsibility for the payment of the third opinion.

When there is evidence of fraudulent activity/abuse related to the illness/injury absence, pay for incidental absence or STD benefits may be suspended while an IME is pending. An employee's failure to cooperate or to maintain scheduled appointments for a second or third opinion will result in the suspension of pay for incidental absence or STD benefits.

If the initial disability qualification is not sustained by the second or third opinion, the employee must return to work unless qualified for an unpaid FMLA leave. Failure to return to work other than while on FMLA leave will result in termination for job abandonment.

As a condition of this STD Policy, employees must give their consent for their treating doctor to provide information about their condition to the Company or to an IME doctor.

J. Benefits may be paid up to a maximum of fifty-two (52) weeks. The amount of pay (half or full pay benefits) is a percentage of "base salary". Base salary for the purpose of determining the appropriate STD benefit will be based on the rate of pay in effect on the last regular scheduled workday prior to cessation of active work. Base salary does not include incentive compensation, overtime, shift differential or other special payments or calculations.

1. The STD benefit is either fifty percent (50%) or one hundred percent (100%) of base salary. The percentage paid is based on the length of service with the Company. An employee's service anniversary date determines the timeframe for which an employee can receive benefits. The following STD benefit payment schedule is based on completed years of service as determined by the employee's system anniversary date.

2. A higher level of benefits does not take place if an employment anniversary occurs before the employee works thirteen (13) consecutive weeks after any STD benefit usage.

If your service is:	Benefits are 100% Of Base Salary For:	Benefits are 50% of Base Salary for:
Less than 91 calendar days	0 weeks	0 weeks
91 days but <1 year	1 week	12 weeks
1 year but <5 years	5 weeks	47 weeks
5 years but <10 years	13 weeks	39 weeks
10 years but <15 years	26 weeks	26 weeks
15 years but <20 years	39 weeks	13 weeks
20 years but <25 years	47 weeks	5 weeks
25 years or more	52 weeks	0 weeks

3. STD benefits cease when either the employee is released to return to work or benefits exhaust.

K. For time lost on account of occupational accidents, the Company shall pay the employee the difference between the payments received under Workers' Compensation and the benefits as provided by the provisions of the Accident & Sickness Benefits Plan. The employee will receive his/her basic rate of pay in accordance with the schedule provided in this Article. In certain circumstances the employee may be required to endorse his/her Workers' Compensation insurance payment check over to the Company.

L. Overpayments occur when the employee is paid more STD benefits than they are entitled to receive. The Company will recover overpayments by offsets against future payments or any other method permitted by applicable law.

#### M. Paid Days Off Programs

Incidental absence is defined as a non-occupational personal illness/injury absence prior to eligibility or qualification for STD benefits. Payment for such absence prior to eligibility or qualification for STD benefits is at the



employee's base rate of pay and is available for up to a maximum of consecutive workdays for a period of the normally or regularly scheduled workweek, per personal non-occupational illness/injury. (For example, incidental absence will be paid up to a maximum of five consecutive work days for an employee who is normally or regularly scheduled to work the standard five day workweek).

All other programs or policies, including but not limited to occasional sick time, departmental sick time, etc., previously provided, are terminated on the effective date of this policy.

N. Coordination with other Benefits – STD benefits are coordinated with any Workers' Compensation benefits and with Social Security Disability for wage replacement. The employee receives the maximum benefit payment available under either this policy or Workers' Compensation and/or Social Security Disability, but no greater than 100% of base salary.

O. When non-occupational illness or injury keeps an employee from working at his/her regular work schedule after a return from an STD benefit period, further benefits are paid as shown:

IF.....	THEN.....
An employee returns to work on his/her regular work schedule for less than thirteen (13) continuous weeks .....	STD benefits begin immediately at the benefit level which applied when the employee returned to work.
An employee returns to work on his/her the regular work schedule for at least thirteen (13) continuous weeks .....	STD benefit level is reinstated, in total, according to the payment schedule.

1. When occupational illness or injury prevents employees from working, the above reinstatement schedule does not apply as benefits are paid on a per injury/illness basis.
2. Vacation, floating or fixed holidays, bereavement, jury duty and other excused paid time is included in thirteen (13) week benefit reinstatement periods.

P. An employee's job is normally held available during the period of paid STD benefits. If medical documentation indicates an employee will not return to work upon exhaustion of STD benefits, and the STD benefit period is less than 52 weeks, the employee is placed on an excused, unpaid absence for up to 30 days, but unused vacation or personal holidays may be substituted during this unpaid absence. After 30 days, if the employee is still unable to return to work, the employee is placed on an unpaid leave of absence until the total absence is 52 weeks.

The total period of absence associated with the illness or injury, including paid STD benefits, excused unpaid absence (or vacation/personal holidays substitutions), unpaid leave of absence, and Family and Medical Leave Act entitlement (if available) shall not exceed 52 weeks. Earned, embedded, and banked vacation time, if available, may not be used to extend the STD absence beyond 52 weeks. Any earned, but unused vacation will be paid in a lump sum at the end of the STD period. When this period of absence ends, employment will be terminated.

Employment is terminated when an employee cannot return to work after a total absence of 52 weeks.

Long-term disability, if applicable, and/or retirement benefits may be available as described in the applicable Summary Plan Description.

Q. If any portion of your claim is denied, you may appeal by submitting a written reconsideration request to the local Benefits Manager. Your request must be submitted within 30 calendar days after you receive the denial. You must include the reasons you believe the denial was improper as well as any additional information, material, or comments you consider appropriate. You may reference or review pertinent policy documents.

The Benefits Manager must review and respond to your request within 30 calendar days after receiving it. The decision must be written and specify the reasons and applicable plan provisions. If your claim is denied by the Benefits Manager, you have the right to further appeal to the following:

Supervisor Benefits - Services  
KSOPHL0302  
6500 Sprint Parkway  
Overland Park, KS 66251

Your request must be submitted within 30 calendar days after you receive the Benefits Manager's denial. You must include the reasons you believe the denial was improper as well as any additional information, material, or comments you consider appropriate. You may reference or review pertinent language of the Plan.

The Director must review and respond to your request within 60 calendar days after receiving it. If more time is needed, you will be notified within the 60-day period. The decision must be made within 90 calendar days after the Director receives your request. The decision must be written and specify the reasons and applicable plan provisions. The Director's decision is final.

#### **Section 4. Absences Excused with Pay.**

##### **A. Excusals for Military Duty**

1. Employees who are members of the National Guard, or reserve components of the Army, Navy, Air Force, Marine Corps, or Coast Guard, and who are excused when called out with their military units for normal training periods or emergency service or when ordered to participate individually in training activities shall be paid the amount, if any, by which their basic company pay exceeds government pay. For this purpose, government pay will include basic pay, pay for special or hazardous duty and, for those with dependents the difference between quarters allowance established for members of the uniformed services with dependents and those established for members of the uniformed services with equal rank without dependents.
2. Requests to be excused for military training or duty involving absences of more than two (2) weeks in any one (1) year will be considered individually.
3. It is not the intent of any of the foregoing to provide such payments for more than ten (10) workdays in any one (1) year, unless such payments are approved by the president or vice president.
4. Participation in active training or emergency duty under the conditions outlined above shall not affect the regular vacation to which the employee may be entitled.

#### **Section 5. Absence Payment Limitation.**

No payment beyond five (5) full days basic pay shall be made for absence from duty during any calendar week.

## **Section 6. Overtime Payment Limitation.**

Paid excused time shall not be considered as time worked when computing overtime payments, except as provided by Article 7, Section 10.D.

## **Section 7. Military Leaves.**

### **A. General**

1. Military Leaves of Absence or Armed Forces Training Leaves of Absence, referred to as "Military Leaves" for the purpose of these instructions will be granted to regular and temporary employees entering on active duty with the Armed Forces of the United States, on or after June 27, 1950.
2. For the purpose of this section, temporary employees shall include all temporary employees within the meaning of these instructions, except those who leave a "temporary position" within the meaning of the Military Selective Service Act as amended.
3. For the purpose of this section, the term "Armed Forces" shall include the Army, the Air Force, the Navy, the Marine Corps, the National Guard when ordered into Federal Service, and the U.S. Coast Guard.
4. Active duty, as used herein, means active duty for training and service and does not mean periods of duty entered upon solely for the purpose of active duty for training.
5. Military Leaves shall cover the period of absence in the Armed Forces, subject to the conditions and limitations hereinafter stated.

### **B. Reemployment**

1. All employees who are granted, or who have been granted heretofore, Military Leaves to enter the Armed Forces and who have reemployment rights under the appropriate Act, and all others who have such reemployment rights will be re-employed in accordance with the provisions of the appropriate Act as now written and as it may be changed.
2. Employees granted Military Leaves who have reemployment rights under the appropriate Act and who do not apply for reemployment within the specified period shall be considered as resigned and the Military Leave terminated.

### **C. Status Under the Benefit Plan.**

1. Employees re-employed by the Company, in accordance with paragraph B.1. above, will receive full net credited service credit for the period of absence in military service.

### **D. Pay Treatment**

1. Employees, except those described in paragraph 2. below, who are granted Military Leaves to enter the Armed Forces will (where their Company pay is greater) receive the difference between their Company pay and their government pay, as defined in paragraphs 3. and 4. below, for the first two (2) weeks of military service.

2. Employees granted Military Leaves with one (1) or more years of net credited service and: (1) who are inducted into the Armed Forces under the Act, or (2) who are subject to induction under the Act and enlist for the minimum period permitted by the branch of the Armed Forces in which the enlistment occurs, or (3) who are members of the Reserve Components of the Armed Forces, including the National Guard, and are ordered or called into active duty other than on the basis of voluntary action initiated by the employee, will receive (where their Company pay is greater) the difference between their Company pay and their government pay, as defined in paragraphs 3. and 4. below, for the first three (3) months of military service or for any shorter period of such service.

3. For the purpose of paragraphs 1. and 2. above, government pay will include basic pay, pay for special or hazardous duty and, for those with dependents, the difference between quarters allowance established for members of the uniformed services with equal rank without dependents.

4. Government pay for the purpose described in paragraphs 1. and 2. above, shall be determined in accordance with paragraph 3. above, at the time of entry into the Armed Forces and the rate so determined shall be used in computing the payments to be made by the Company for the first two (2) weeks or three (3) months of service in the Armed Forces, as the case may be. Company pay for this purpose will be based upon the basic rate in effect at the time of the employee's entry into the Armed Forces.

#### E. Payments on Behalf of Dependents

1. Following completion of the payments provided in paragraph D. above, employees who are granted Military Leaves, regardless of their length of net credited service, and (a) enter the Armed Forces under conditions described in paragraph D. 2. above, and (b) who have spouses and/or dependent children under eighteen (18) years of age at the commencement of the Military Leave, will receive for a further period of three (3) months the difference between their Company pay and their government pay determined as of the beginning of such three (3) months additional period. Government pay for this additional period shall be an amount computed in accordance with paragraph D. 3. above, plus any family allowances provided by law. Company pay for this purpose will be based upon the basic rate in effect at the time of the employee's entry into the Armed Forces. Such employees who have only dependents other than spouses or children under eighteen (18) years of age at the commencement of their Military Leave shall, upon submission of proof of dependency, receive special payments from the Company not to exceed those provided for dependents herein.

#### F. Vacation Treatment

1. Employees entering active duty in the Armed Forces will be given such vacations to which they are entitled. A lump sum payment in lieu of any unused vacation to which an employee may be entitled at the date on which the leave begins, shall be made at that time.

2. Upon being re-employed after returning from Military Leaves, employees shall receive any vacation to which they are entitled to the extent that such vacation may be taken within the current calendar year.

#### G. Concession Telephone Service

When an employee is granted a Military Leave, concession telephone service shall be continued provided the carrier is Sprint.

## H. Payroll Deductions

All payroll deductions authorizations will be cancelled as of the date on which the leave begins.

### I. Application of Pay Treatment Where an Employee Reports for Military Service More Than Once

1. If an employee has received payments under paragraph D. or E. of this section and returns to the employee of the Company and thereafter within twelve (12) months of his/her return is granted another Military Leave pursuant to this section, he/she will receive such pay in connection with such subsequent Military Leave as provided for under this section, less the total amount of payments made in connection with such previous Military Leave.
2. The amount of pay provided by this Section for an employee granted a Military Leave will be reduced by payments, if any, made (for absences during the sixty (60) days prior to the effective date of the Military Leave) to such employee pursuant to Section 4.B., Article 17 of this Agreement.

## Section 8. Leave of Absence for Union Duty.

### A. Informal Leaves.

Subject to the needs of the service, incidental leaves of absence may be granted to qualified Union representatives, as designated in writing to the Company by the International Representative of the Union, for the performance of lawful Union business. Such leaves shall be without pay and shall not exceed thirty (30) consecutive days at any one time nor more than sixty (60) days (ninety (90) days in the case of the president, executive vice president, secretary/treasurer, and secretary or treasurer of the local) in any one calendar year. Each qualified employee desiring such a leave shall notify his/her immediate supervisor in writing at least three (3) days prior to the time the leave is to begin and specify the length of time he/she desires to be absent. The status of employees absent under this article shall be the same as the status for other employees granted leaves of absence for good and compelling reasons and the service credit shall be limited to thirty (30) days for any one leave. Except by mutual agreement between the designated Human Resources Department representative of the Company and the International Representatives for the Union, the number of employees at one time on informal leaves of thirty (30) days shall be limited to four (4) per local.

### B. Formal Leaves.

1. For leaves of absence not covered in paragraph A. above, qualified employees as designated by the International Representative of the Union, shall apply to the Company for a leave of absence without pay and the Company shall grant such leave of absence, subject to the needs of the service, for a period not to exceed twelve (12) months.

This leave shall be renewable for seven (7) additional periods so that the maximum period of leave will be eight (8) years. The initial leave and each renewal is conditioned upon proper application and sufficient proof of performance of lawful union business.

2. Not more than three (3) qualified employees shall be on formal leave at one time. Requests for formal leaves shall be signed by the employee and the International Representative of the Union. Such requests shall be presented to the designated Human Resources Department representative of the Company at least twenty-one (21) days prior to the date of such leave. The request should include the length of the proposed leave and the activities of the employee during such leave.

During absences of this type, wage experience will accrue for only the first thirty (30) days of such absence and seniority and net credited service will accrue for the period of leave.

3. When the employee returns from leave, his/her wage progression shall be accelerated by reducing the normal intervals between increases by one-half until the employee shall have attained his/her position on his/her wage schedule commensurate with his/her length of service had he/she not been on leave of absence.

4. Employees on a formal union leave shall retain the right to participate in the Company medical care insurance, dental insurance, group life insurance, and the United System Employee Stock Purchase Plan in effect at the same time the leave originally commences. The retention of these benefits is conditioned upon submitting timely payments for each such benefit in which the employee is enrolled. The Company has no obligation to remind employees of payment due.

5. An employee may return to Company duty before or at the expiration of such leave of absence, provided (1) that he/she has suffered no loss on job qualifications, (2) that he/she is able to perform on a regular basis and (3) that a job vacancy in his/her classification is available. He/she shall be placed on the payroll at the rate received when such absence was granted, adjusted for any changes in wage level made during the period of such leave of absence.

6. The termination of this Agreement by either party shall not affect the leave status or reemployment rights of an employee who is on a leave of absence granted under this section.

7. Notwithstanding the provisions of Article 24, Section 7., employees on such leaves of absence shall not be entitled to receive from the Company any pay or compensation for time consumed in meetings with management, or necessarily consumed in traveling to and from such meetings.

8. In the event the Company is of the opinion that the activities being performed by an employee are not within the intent of this article, the Company shall notify the employee and the Union and require the employee to cease such activities subject to cancellation of the leave.

## **Article 18**

### **FORCE ADJUSTMENTS**

#### **Section 1. Reduction in Force.**

A. Whenever the Company deems it advisable to part-time or lay off regular employees, such force adjustments as it may deem advisable shall be made effective among employees performing essentially the same type of work in any department and any exchange, through part-timing or layoffs or both, subject to the following conditions:

1. Temporary and occasional employees shall be laid off first.
2. Next in order, employees with less than two (2) years' seniority shall be declared surplus in the inverse order of seniority.
3. After the steps as outlined in paragraph 1. and 2. above have been taken and further reductions in the work force are advisable, the Company may either part-time all employees after notifying the Union of its proposal to part-time including the applicable reduction in hours, or it may declare employees surplus in the inverse order of seniority.

- B. 1. Employees who are designated as surplus shall be offered reassignment to available jobs within the exchange affected or in the other exchanges of the Company.
2. Employees who are surplus shall be offered transfer to the jobs in paragraph 1. above in order of their seniority.
3. Employees who are declared surplus may displace employees in similarly rated jobs or lower jobs for which they are qualified to the extent of replacing the employee with the lowest seniority in the similarly rated job or the lower rated job within the exchange, or work group if work group covers more than one exchange, or district (in effect in December, 1979).
- a. Employees with more than three (3) years of net credited service may, if not able to displace an employee in the exchange or work group if work group covers more than one exchange, or district (in effect December, 1979) in the same classification, displace the junior employee in the division (in effect December, 1979) in the same classification. Employees with ten (10) or more years of net credited service may, if not able to displace an employee in the exchange or in the division in the same classification, displace the junior employee in the Company in the same classification.
4. If there are no jobs available in the same or other exchanges as provided in paragraph 1. above or the employees refuse the offer or who do not accept or qualify under paragraph 3. above, then the employees shall be laid off.
- C. 1. If additions to the work force are required subsequent to a reduction in force, laid-off employees, in order of seniority, who submit a bid, shall be awarded the job for which they are qualified, prior to anyone bidding under Article 16.
- a. In the event an employee on layoff status does not successfully bid into an available job for which they are qualified within twenty-four (24) months from the date of his/her layoff, the employment status of such employee shall be considered terminated.
- b. An employee rehired within two (2) years from the date of his/her layoff shall have the continuity of his/her service protected and shall receive service credit for the period of the layoff not to exceed six (6) months. Under no circumstances shall more than six (6) months credit be allowed during any twelve (12) month period.
- c. Notification shall be sent by certified mail to such employee's last known address.
2. Any employee offered reemployment in any classification for which he/she is qualified and who does not accept such reemployment within nine (9) days and return to employment within twenty-one (21) shall be considered terminated.

## **Section 2. Technological Displacements.**

A. A technological displacement occurs when the job of a regular employee or group of regular employees is no longer considered necessary due to a technological change in the type of plant or equipment used, or a change in operating procedures reducing the total number of employees considered necessary to provide the same service. Technological change shall be defined as any change in equipment, material and/or methods after the date of this Agreement which results in any reduction in the number of bargaining unit employees. This is to be distinguished from a force surplus due to lack of work covered in Section 1. above.

B. When regular employees are displaced by a technological change, such employees shall be offered continuing employment with the Company in accordance with the following conditions:

1. Employees displaced shall be offered the opportunity for reassignment to available jobs within the exchange affected or other locations of the Company. Such employees shall take precedence over employees who seek a transfer under Article 16. Employees exercising their option for reassignment under this Section who are unable to qualify for the job or who the Company determines fails to perform his/her job satisfactorily within ninety (90) days of the new assignment will only be eligible for termination allowance under the schedule in Article 19, Section 1. C. In no instance, will the amount paid under this provision exceed the amount to which the employee would have been entitled under Article 19, Section 1. A. 1.

2. The offering of reassignment shall be in order of seniority.

3. Employees accepting reassignment which results in transfer from one exchange to another shall have reasonable expenses in connection with the transfer borne by the Company, in same manner as a transfer at the instance of the Company.

4. Employees who are technologically displaced may in order of seniority displace employees in similarly rated jobs or lower rated jobs for which they are qualified to the extent of replacing the employees with the lowest seniority in the similarly rated jobs or the lower rated jobs within the exchange or work group if work group covers more than one exchange, or district (in effect in December, 1979).

- a. Employees with more than three (3) years of net credited service may, if not able to displace an employee in the exchange, or work group if work group covers more than one exchange, or district (in effect December, 1979) in the same classification, displace the junior employee in the division (in effect December, 1979) in the same classification. Employees with ten (10) or more years of net credited service may, if not able to displace an employee in the exchange or in the division in the same classification, displace the junior employee in the Company in the same classification.

5. Employees offered, but not accepting reassignment in the same exchange and in a similarly rated job or not displacing an employee as described in paragraph 4. above shall be retired if eligible or considered terminated. In either case, the employee will have eligibility for termination allowance under Article 19 - Termination Allowance - Section 1.B.

6. If an employee is transferred to a job title having a lower wage guide, his/her rate of pay, if above the maximum for the new job title, shall be reduced to that maximum.

C. Employees displaced who are not offered continued employment or who refused employment in another exchange or in a lower rated job in the same exchange shall:

1. be retired, if eligible in accordance with the United System Employee Retirement Plan with eligibility for termination allowance under Article 19 - Termination Allowance - Section 1.B.

2. be placed on a twenty-four (24) months layoff and receive termination pay according to Article 19 - Section 1.B.

D. When employees are placed on layoff following a technological displacement, the following conditions shall apply:



1. If additions to the work force are required subsequent to a technological displacement, laid-off employees, in order of seniority who submit a bid, shall be awarded the job for which they are qualified prior to anyone bidding under Article 16.

2. Any employee offered reemployment in any classification for which he/she is qualified in locations as described in paragraphs 1. above who does not accept such reemployment within nine (9) days and return to employment within twenty-one (21) days, shall be considered terminated.

3. Employees accepting reemployment in another exchange shall be paid normal moving expenses, as in paragraph B.3.

4. As vacancies occur, employees on layoff under this section shall be given preference in order of seniority for regular employment over employees on leaves of absence except for employees who have reemployment rights under Article 17, Section 7.B.

E. 1. In the event an employee on layoff status is not offered reemployment within twenty-four (24) months from the date of layoff, the employment status of such employee shall be considered terminated.

2. An employee rehired within twenty-four (24) months from the date of layoff shall have the continuity of service protected and shall receive service credit for the period of layoff not to exceed six (6) months. Under no circumstances shall more than six (6) months credit be allowed during any twelve (12) month period.

**Section 3.** The Company will offer to employees on layoff status any temporary work available in their district for which they are qualified. The offering will be made by seniority of those on layoff in the exchange. The acceptance or rejection of this offer is completely voluntary and will not affect the original layoff status. If regular work becomes available, laid-off employees, in order of seniority who submit a bid, shall be awarded the job for which they are qualified prior to anyone bidding under Article 16. Employees accepting temporary work will be classified as temporary, will be paid on the applicable wage guide of the classification of the temporary work at whatever wage experience level is proper, and such employees will automatically revert to layoff status when the need for temporary help ends. If an employee accepting such temporary work has unused termination pay, the unused portion shall be repaid to the Company. At the conclusion of the temporary work, if the employee goes back on layoff, the same unused portion of termination allowance will be paid to the employee. Employees who accept such temporary work but who cannot satisfactorily perform the work will be returned to layoff status.

#### **Section 4. Supplemental Income Protection Plan.**

A. If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in any work area which will necessitate layoffs or involuntary permanent reassignments of regular full-time employees to different job titles involving a reduction in pay or to locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate and in the exercise of its sole discretion, employees in the affected job titles and work area who have at least ten (10) years of continuous service (as defined in the Sprint Retirement Pension Plan) and whose age is at least 55 years as of the date of the Company's notice to the Union, may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Supplemental Income Protection benefits described in paragraph B. of this article subject to the following conditions:

1. The Company shall determine the job titles and work area in which a surplus exists, the number of employees in such titles and areas who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this article. Neither such determinations by the Company nor any other part of the Section 4. shall be subject to arbitration.

2. The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.

3. An employee's election to leave the service of the Company and receive Supplemental Income Protection benefits must be in writing and transmitted to the Company within thirty (30) days from the date the Company makes notification of any such change or surplus in order to be effective and such election may only be revoked within such thirty (30) day period.

4. Employees who elect to receive benefits under the provisions of this article shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive these benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Supplemental Income Protection Plan payments.

**B. Supplemental Income Protection payments for employees who so elect to leave the service of the Company in accordance with paragraph A. shall begin within one month after such employee has left the service of the Company to continue until:**

**1. forty-eight (48) payments have been made;**

**2. or the recipient first becomes eligible for reduced Social Security retirement benefits, whichever of the two is earliest.**

C. For employees who so elect in accordance with paragraph A., the Company will pay monthly as Supplemental Income Protection payments, \$8.50 for each year of continuous service plus 45% of the employee's final basic weekly or equivalent wage rate but, in no case to exceed in aggregate a total of \$462.50 per month. The maximum amount of Supplemental Income Protection benefits payable shall in no event exceed a total of \$22,200.

D. In no event shall the total of the Supplemental Income Protection payments exceed the equivalent of twice the employee's annual compensation at the basic wage rate (or its equivalent) received during the year immediately preceding the termination of service.

E. As used in this article, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.

F. Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies of United Telecommunications, Inc.

G. In the event of the death of a recipient of Supplemental Income Protection payments before all of the monthly payments to which he/she is entitled have been made, the remaining amount shall be paid to the individual's estate.

I. The provisions of the Plan shall govern in all matters pertaining to the Supplemental Income Protection Plan.

### **Section 5. Special Surplus Status**

When a surplus of employees exists for any reason, the Company may at its sole discretion elect to offer special surplus status to employees in the affected work group in order of seniority. However, the Company may at its sole discretion terminate the offering within the work group prior to eliminating the surplus. Employees so selected by the Company are eligible for termination allowance in accordance with Article 19 - Termination Allowance, paragraph B. When deemed appropriate, the Company may, at its sole discretion, offer such employees a choice of reassignment to certain available job(s) or termination allowance. Employees who are offered this special surplus status have the right to accept or reject the Company's offer. Employees who elect to receive benefits under the provisions of this section shall not be entitled to benefits under Section 4. of this Article. Employees who accept special surplus status and leave the service will be considered to have voluntarily terminated employment and will not be subject to provisions of Section 1.C and Section 2.

### **Section 6. Homing Rights**

Employees who are involuntarily transferred to a different classification or exchange as a result of being surplus or displaced shall receive equal consideration to return to their former classification and exchange, or classification and work group, on a seniority basis, if qualified to perform the duties in the available jobs, along with employees currently on lay off status with recall rights to that classification and location, prior to such job being posted for bid. This provision of homing rights shall expire at three (3) years from the date of involuntary transfer, or upon refusing an offer, whichever occurs first.

### **Section 7. Group Insurance Benefits**

The Company will continue group medical care and dental insurance for six (6) months after layoff or termination under the provisions of the Supplemental Income Protection Plan, on the same basis as the employee had immediately prior to such layoff or termination unless the employee obtains other medical and dental coverage at an earlier date. The payment of the premium contributions by the Company will be made on the same basis as for active employees.

### **Section 8. Force Adjustment Pay Protection Plan.**

When an employee is placed in a lower rated job through provisions of Article 18, Force Adjustments, the affected employee(s) rate of pay shall remain at the same level as provided for in the job he/ she is vacating for six (6) months from the date of displacement. At the beginning payroll period following the six (6) months anniversary of the displacement, the employee's rate of pay shall be reduced by fifty percent (50%) of the difference between his/ her prior wage rate and the current wage rate. At the beginning payroll period following the twelve (12) months anniversary of the displacement, the employee's rate of pay shall be reduced to the applicable level based on accrued months of wage credit for the wage guide to which the employee has been placed. The employee's job title will be changed at the time of displacement.

## **Article 19 TERMINATION ALLOWANCE**

### **Section 1.**

A. Termination allowance shall be paid to a regular employee whose service is terminated under any of the conditions outlined below:

1. Laid off due to lack of work.

2. Dismissed or induced to resign for unadaptability to perform properly the duties of the job following reassignment under Article 18, Section 2 (Technological Displacements).

- B. 1. For each regular employee covered by this agreement on or before November 29, 1999, the termination allowance due under paragraph A.1 above shall be at the basic pay rate of the employee at the time of the service termination and shall be in accordance with the following, not to exceed 100 weeks' pay:

<i>Completed NetNumber</i>		<i>Completed NetNumber</i>	
<i>Credited Service</i>	<i>Weeks' Pay</i>	<i>Credited Service</i>	<i>Weeks' Pay</i>
6 months.....	1	12 years.....	22
1 year.....	2	13 years.....	24
2 years.....	3	14 years.....	26
3 years.....	4	15 years.....	28
4 years.....	5	16 years.....	30
5 years.....	6	17 years.....	32
6 years.....	8	18 years.....	34
7 years.....	10	19 years.....	36
8 years.....	12	20 years.....	40
9 years.....	15	Additional weeks' pay	
10 years.....	18	for each	
11 years.....	20	year over 20.....	4

2. For each regular employee entering the bargaining unit after November 29, 1999, the termination allowance due under A.1 above shall be at the basic pay rate of the employee at the time of the service terminations and shall be at a rate of two (2) weeks per year of completed net credited service, not to exceed fifty two (52) weeks' pay.

- C. Termination allowance due under paragraph A.2. above shall be at the basic pay rate of the employee at the time of the service termination and shall be in accordance with the following:

<i>Completed Net</i>	<i>Number</i>	<i>Completed Net</i>	<i>Number</i>
<i>Credited Service</i>	<i>Weeks' Pay</i>	<i>Credited Service</i>	<i>Weeks' Pay</i>
1/2 year.....	0	7 years.....	7
1 year.....	1	8 years.....	8
2 years.....	2	9 years.....	9
3 years.....	3	10 years.....	10
4 years.....	4	11 years-15 years.....	13
5 years.....	5	Over 15 years.....	20
6 years.....	6		

- D. Termination allowances paid under paragraph B. and C. above are subject to the following conditions:

1. An employee who has his/her service terminated in accordance with paragraph A. above after having been reengaged from a previous service termination under the condition outlined in paragraph A.1. above

shall be paid the difference between the amount computed as his/her termination allowance and any previous termination payments he/she may have received on account of previous service termination.

2. If an employee has received a termination allowance under paragraph B. above and returns to the employ of any Sprint Company in a lesser number of weeks than he/she was paid for in his/her termination allowance, he/she shall repay the Company the difference between the amount of the termination allowance paid and the amount of his/her basic wage rate for the period of absence.

3. An employee accepting a job in another Sprint Company who is subsequently surplused again shall receive the difference between time worked with the other Company and the amount of termination allowance to which previously entitled.

4. In the event the Company the employee transfers to, has a termination allowance the employee shall receive the greater of the two (2).

5. Termination allowance will not be paid to an employee who accepts continued employment with the Company or with any other Sprint Company.

6. An employee who is surplused and accepts employment at another Sprint company shall retain recall rights at the Company from which surplused for the period specified under the Contract.

7. Technologically displaced employees accepting reassignment shall have reasonable moving expenses within the Mid-Atlantic Region borne by the Company as outlined in Article 13, Section 1.

## **Article 20**

### **TOOLS AND WORKING EQUIPMENT**

#### **Section 1. Tools and Equipment**

A. The Company will furnish at no expense to the employee all tools, instruments, equipment as determined by the Company for him/her to perform his/her assigned duties.

B. The items referred to above should be used only to accomplish the work for which they were issued and be given reasonable care and attention.

C. The items referred to above that are broken or damaged beyond repair will be replaced by the Company at no expense to the employee.

D. The items referred to above that are lost or maliciously damaged will be replaced at the employee's expense.

#### **Section 2. Uniform Program**

The Company and the Union recognize the importance of our employees presenting a professional image to our customers and the general public. In order to assure consistency in dress and present a professional image, the Company and the Union agree to the following uniform policy.

The Company may designate those classifications that will be covered by the uniform program. The Company will determine color, style, and material blend of clothing. The Company logo will be required on the shirts, hats and jackets.

Employees new to the program will be provided an initial vendor credit of \$400.00 to purchase uniforms from the Official Uniform Program catalog. In the years following the initial uniform purchase, an annual credit of \$164.00 will be provided to program participants for replacement garments. Employees will receive a vendor cost adjustment as necessary. Clothing needing replacement as a result of work related damage will be the responsibility of the Company. For all employees in the program, any credits must be used during the year in which they are provided. Employees will be responsible for the full Company cost of replacing uniform garments should they be lost, stolen, or damaged through neglect.

Additional uniform items may be purchased from the Official Uniform Program catalog at catalog prices at the employee's expense.

Employees will be required to wear the approved uniforms while on Company business. Individual exceptions to the Company's uniform policy may be allowed in unusual circumstances with management approval.

The Company shall provide shorts as an option for employee selection as designated by business unit. Both the Company and the Union recognize that Company safety rules and obligations will not be lessened in any degree to accommodate employees wearing of the shorts.

Regular and all appropriate maintenance of an employee's Company clothing is the responsibility of the employee. Company uniforms that have been in the care of an employee who is terminating from the Company must be returned on the employee's last working day. Should the employees fail to do so, they will be responsible for the full cost of the uniforms issued to them.

A pin, not to exceed 1 ½ inches in diameter designating the affiliation with CWA and not derogatory of the Company or its personnel, may be worn with the uniform. This pin may be worn only on the uniform shirt. This pin will not cover the Company logo or employee's name.

The Company and the Union are committed to working together on the Uniform Program and to discussing problems of mutual concern.

The Uniform Program will become effective three (3) months following ratification of the agreement on a voluntary basis. Commencing on the anniversary of the second year all employees in designated classifications will be required to wear the approved uniforms while on company business.

## **Article 21**

### **PENSIONS AND BENEFITS**

#### **Section 1. Bargaining Unit Health Care**

Effective (120 days after ratification of the agreement), and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in, subject to this agreement, the Flex Care Plan as it is applicable to non-represented employees of the Company. The components of the Flex Care Plan available to employees, subject to this agreement, include the following benefit options: Medical, Dental, Vision Care, Health Care Reimbursement Account, Dependent Day Care Reimbursement Account, Employee Life Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment Insurance. Supplemental Long-Term Disability coverage will not be offered under the Flex Care Plan. However, the Company agrees to provide eligible employees with Basic Long Term Disability coverage and to pay the premium for such coverage.

In order to provide employees with an alternate plan to the basic indemnity medical plan, the Company, in its sole discretion, in any manner or through any organization, including, but not limited to, a program or programs provided by arrange-

ment with a hospital plan corporation, professional health service organization, or similar plan or organization, through a preferred provider arrangement, through a self-insured plan, or through a combination of any such methods, may provide an alternate to the basic indemnity plan. Employees will be free to elect or not elect coverage under any alternate plan offered by the Company and under no circumstances will employees be forced to accept any alternate plan. The annual price tags for such alternate health care coverage will be the same as those applicable to non-represented employees of the Company.

The Company, in its sole discretion, may at any time amend or cancel any alternate plan it chooses to offer, but in the event of cancellation or other substantial amendment, any employee adversely effected shall be permitted coverage under the basic indemnity plan.

The annual price tags for the medical care and dental care options will be the same as those applicable to non-represented employees of the Company, except the employee's contribution for the SprintSelect medical option will not exceed 10% and the SprintChoice medical option will not exceed 15%. On an annual basis, employees will also be credited with benefit dollars equivalent to the cost of one (1) times the employee's eligible pay on the first day of each FlexCare plan year for the employee life insurance and accidental death and dismemberment insurance options. No additional benefit dollars will be provided for the other options in the FlexCare Plan.

In addition, at its sole discretion, the Company shall designate the insurance carrier(s) and agent(s) for processing claims and other transactions for the FlexCare Plan and the individual components thereof. The Company may change the insurance carrier(s) and/or the claims administrator(s) at any time provided that the company first provide notice to the bargaining unit thereof.

As provided in the various Summary Plan Descriptions, which were presented to the Bargaining Unit on October 28, 2002, the Company reserves the right to amend or terminate any one of the various components of the FlexCare Plan at any time, including changing the deductible and maximum out-of-pocket amounts for certain health care options so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

OR

The company will maintain a Medical Care Insurance Plan which provides benefits in accordance with the existing (non-Flex) indemnity plan, except the non-Flex indemnity plan will be subsidized at the 2002 non-Flex subsidy level. Employees must make a decision for Flex or non-Flex at the beginning of the contract period for the life of the contract, however employees will have the opportunity to make changes during annual enrollment within Flex or non-Flex. An employee's election for either plan shall be binding for life of the Agreement.

Other insurance programs of the Company, including group life insurance, dependent life insurance, and dental insurance, shall be in force during the term of the Agreement. The company will pay 80% of the premium for dental insurance.

## **Section 2. Sprint Retirement Pension Plan**

A. The Company has adopted the Sprint Retirement Pension Plan and agrees to include employees covered by this Agreement as members of such Retirement Pension Plan in accordance with the Pension Plan Agreement; which by reference thereto is incorporated herein and made part of this Agreement; said Pension Plan Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include Sprint Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan qualified under Section 401(a) of the Internal Revenue Code 1986, as amended from time to time, and that the Trust implementing the Retirement Pension Plan is exempt from taxation under Section 501(a) of said Code, to

satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Pension Plan, or to administer Retirement Pension Plan in an orderly and efficient manner. Any such action taken by the Company in its sole discretion with respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan

B. The Company agrees to provide to Covered Members, through the Sprint Retirement Pension Plan (the "Retirement Pension Plan"), the benefits hereinafter specified in this Agreement effective November 30, 2002. All terms defined in the Sprint Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise.

Covered Member shall mean an employee of Carolina Telephone & Telegraph Company, a subsidiary of Sprint Corporation represented by Local Union No. 3680/1/2/5 of the Communications Workers of America who is a member of the Retirement Pension Plan pursuant to Article 2 of the Retirement Pension Plan. The provisions of the Retirement Pension Plan, other than Section 3.2, Retirement Allowance on Termination of Employment or Retirement, including the rights of the Board of Directors of Sprint Corporation to make such amendments as it deems advisable with respect to all of the provisions of the Retirement Pension Plan other than those referred to specifically in this document, are incorporated herein by reference and shall be in full force and effect provided that continuous service and credited service shall be determined in accordance with definitions in Sections 1.13 (b), Continuous Service, and 1.15 (b), Credited Service, respectively of the Retirement Pension Plan, except as specifically provided to the contrary herein.

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Covered Member until revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and the Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as such date a subsequent Pension Agreement between Carolina Telephone & Telegraph a subsidiary of Sprint Corporation and the CWA 3680/1/2/5 is not in force, the retirement allowance of any Covered Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement. No credited service shall be earned following such date. Continuous service shall continue to be earned in accordance with Section 1.13, Continuous Service, of the Retirement Pension Plan. A Covered Member may retire as provided in the Retirement Pension Plan following such a termination date and receive the retirement allowance determined as of the termination date, provided that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in the form other than a life annuity or commences on a day other than the Covered Member's normal retirement date, as defined in the Retirement Pension Plan.

#### C. Eligibility of Benefits

The number of years of continuous service required to be eligible for an early or disability retirement allowance is 10 years, and for a vested retirement allowance is 5 years. The other requirements for eligibility for early and disability retirement allowances will not be changed.

#### D. Amount of Allowance

(a) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who retires under normal or early retirement under Article 3, Retirement Allowance, of the Retirement Pension Plan shall be based on the Covered Member's age in years and completed whole months, job classification and credited service at termination of employment; and date of termination of employment, or normal retirement date if earlier, determined from the attached tables by multiplying the appropriate monthly



benefit per year of service by the number of years of credited service, subject to the provision contained in Article 4, Provisions Relating to Pension Agreements, of the Retirement Pension Plan.

(b) The amount of the retirement allowance payable in the form of a life annuity to a Covered member who is retired under a Special Early Retirement Allowance as defined in Section 1.56 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment, reduced by  $\frac{5}{24}$  of 1% for each month by which the Covered member's actual retirement date precedes his normal retirement date.

(c) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is entitled to a deferred vested early retirement allowance as defined in Section 1.16 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment.

(d) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is retired under Disability Retirement under Section 3.3 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment.

(e) Upon the death of a Covered Member described in Article 8, Spousal Allowance, of the Retirement Pension Plan prior to the normal retirement date or his retirement, whichever occurs first, an allowance shall be payable to and for the life of his surviving spouse, provided that he and said spouse have been married throughout the one-year period ending on the date of his death. The amount of the spouse's allowance payable to an eligible spouse shall be the benefit described in paragraph (a) above which would have been payable to such spouse had the Covered Member retired early in accordance with Section 1.20, Early Retirement Allowance, of the Retirement Pension Plan and benefits had commenced on the first day of the month preceding his date of death. If the Covered Member had not attained age 55, the benefit described in paragraph (a) above shall be that which applies at age 55.

E. Sickness death benefits, accident death benefits and sickness and accident disability benefits equivalent to those now provided by the Carolina Telephone and Telegraph Company Plan for Employees' Pension, Disability Benefits and Death Benefits as amended July 1, 1971 will be continued.

### Section 3. Savings Plan Agreement

The Company has adopted the Sprint Retirement Savings Plan for Bargaining Unit Employees (the "Retirement Savings Plan") and agrees to include employees covered by this Agreement as members of such Retirement Savings Plan as soon as administratively feasible following ratification of this agreement, in accordance with the Retirement Savings Plan Agreement dated 11-30-02 which by reference thereto is incorporated herein and made a part of this Agreement. In addition, the Company agrees to withhold employee contributions as provided in said Retirement Savings Plan Agreement and to make Company contributions thereto. Said Retirement Savings Plan Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include Sprint Corporation) retains the right to make such changes in the Retirement Savings Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Savings Plan qualifies under Section 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the Retirement Savings Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or

federal statute, regulation, ruling, court decision or other law applicable to said Retirement Savings Plan, or to administer said Retirement Savings Plan in an orderly and efficient manner. Any such action taken by the Company in its sole discretion with respect to the Retirement Savings Plan shall apply to all similarly situated employees of the Company in a uniform manner.

#### A. Sprint Retirement Savings Plan for Bargaining Unit Employees

The Company agrees to provide a means for employees to save for their retirement on a tax-preferred basis through the Sprint Retirement Savings Plan for Bargaining Unit Employees (the "Retirement Savings Plan"). Employee and Company contributions to said Retirement Savings Plan are specified in this Agreement. All terms defined in the Retirement Savings Plan shall have the meaning specified therein unless the context of this Retirement Savings Plan Agreement clearly indicates otherwise.

Participation shall be in accordance with Article 2, Participation, of the Retirement Savings Plan.

#### B. Employee Contributions.

##### (a) Basic Contributions

i. Each Participant shall be allowed to have his wage reduced bi-weekly up to the appropriate maximum bi-weekly amount specified in Appendix C. Such bi-weekly wage reduction shall be in multiples of \$2 and shall be contributed to the Participant's account. Such bi-weekly wage reduction shall be known as "Basic Contributions".

ii. The minimum Basic Contribution shall be \$10 for each bi-weekly pay period.

##### (b) Supplemental Contributions.

Each Participant who has had his wage reduced by the appropriate maximum amount in Section 2 shall be allowed to have his wage reduced in multiples of \$2, which amount shall not exceed the amount specified in Appendix C. Such amount shall be known as "Supplemental Contributions".

#### C. Company Contributions.

(a) The Company shall contribute the Company matching contribution equal to fifty percent (50%) of the Participant's bi-weekly Basic Contribution as specified in Appendix C (Basic Contributions).

(b) The Company will provide an increased Company contribution based on the same performance measurement standard that is used in the Retirement Savings Plan for non-represented employees.

Under the current measurement standard, on a quarterly basis, if the tracking stocks of the Company out perform the weighted average of a group of telecommunications companies, the Company will increase the dollar amount of its matching contribution by 30% in the second following quarter. In addition, for every full half-percentage point that the tracking stocks out perform the average (up to 5 percent) the dollar amount of Company match will go up another two (2) percent. In total this means a potential increase in the Company matching amount of up to fifty (50) percent.

#### D. Investment Options.

(a) As provided for in the Retirement Savings Plan, a certain number of investment options (funds) will be available for Participant's to invest their own contributions. The percentage of contributions allocated to any investment option shall be in a whole percent increments with a minimum of five percent (5%) to an investment option.

(b) The Company matching contribution for each Participant shall be invested in the Company Stock Fund as specified in the plan document for the Retirement Savings Plan.

(c) The Company shall designate the investment vehicle for each investment fund and can change any investment vehicle at any time provided that benefits are not diminished or eliminated.

#### **E. Automated Services.**

Represented employees are included in the same automated processing services for transactions under the Retirement Savings Plan for the same fees as non-represented Sprint employees.

These services include but are not necessarily limited to:

- Enrollments by phone
- Contribution deferral changes by phone
- Transfers between funds (exchanges) by voice response system
- Investment allocation (mix) changes by voice response system
- Pre-approved loans by phone
- Pre-approved withdrawals and distributions by phone
- Hardship withdrawals by phone

Changes to these services and fees, if any, will be made at the sole discretion of the Company. Such changes, however, will continue to be equal to the services and fees offered to non-represented employees.

#### **F. Administration of the Retirement Savings Plan.**

At its sole discretion, the Company shall designate the agent for maintaining participant records and processing transactions for the Retirement Savings Plan. The Company may change the designated agent at any time provided that benefits are not diminished or eliminated.

### **Section 4. Adoption Assistance Plan.**

The Company will provide an Adoption Assistance Plan effective June 1, 1991. This plan will provide reimbursement of up to \$1,000.00 for expenses incurred by an employee in association with the legal adoption of a minor child as per the Adoption Assistance Plan.

### **Section 5. Sprint Retiree Medical Plan**

A. Employees in the bargaining unit on or prior to November 29, 1999, and subsequently retiring will retain their health care coverage in place at the time of their retirement. The deductibles for the indemnity plans will be 1.5% of the base pay at the time of their retirement; the minimum will be \$325.00 effective January 1, 1999, with \$25 minimum increments in successive years. In addition, the out-of-pocket maximum is \$1,300 effective January 1, 1999 with \$100 minimal increments in successive years.

1. The Company may, in its sole discretion, designate the insurance carrier(s) and the agent(s) for administering claims and other transactions for the Sprint Retiree Medical Plan and other components thereof. The Company may change the insurance carrier(s) and/or the claims administrator(s) at any time provided that sufficient notice is given.

2. In certain areas retirees may be provided with an alternate plan to the basic indemnity medical plan and the Company, in its sole discretion, in any manner or through any organization, including but not limited to, a program or programs provided by arrangement with a hospital plan corporation, professional health service organization or similar plan or organization, through a preferred provider arrangement, through a self-insured plan, or through a combination of any such methods, may provide an alternative to the basic indemnity plan. Retirees will be free to elect or not elect coverage under any alternative plan offered by the Company and under no circumstances will retirees be forced to accept the alternate plan.

3. The Company expects to continue the Sprint Retiree Medical Plan indefinitely. However, the Company reserves the right to amend or terminate any one of the various components of the Sprint Retiree Medical Plan at any time including changing the level of Company contributions, deductibles, out of pocket maximums, and requiring retiree contributions, so long as the changes are uniformly applied to all eligible retirees.

B. Employees entering the bargaining unit on or after November 30, 1999, and subsequently retiring with benefits from the Sprint Retirement Pension Plan will convert their health coverage to the Sprint Retiree Medical Plan described in Summary Plan Description.

1. The Company, in its sole discretion, shall designate the insurance carrier(s) and the agent(s) for administering claims and other transactions for the Sprint Retiree Medical Plan and other components thereof. The Company may change the insurance carrier(s) and /or the claims administrator(s) at any time provided that sufficient notice is given.

2. The Company expects to continue the Sprint Retiree Medical Plan indefinitely. However, the company reserves the right to amend or terminate any one of the various components of the Sprint Retiree Medical Plan at any time, including changing the Company contributions, retiree contributions, deductible amounts, and maximum out of pocket amounts for certain health care options, so long as the changes are uniformly applied to all eligible retirees.

## **Article 22**

### **CONCESSION TELEPHONE SERVICE**

#### **Section 1. Local Service.**

Effective beginning the first year of this agreement and continuing through the second year of the agreement:

A. Upon completion of twelve (12) months of net credited service, a regular employee is entitled to a fifty percent (50%) concession on the flat rate for a local exchange service line, but in no event shall the amount of the concession exceed \$9.00 per month.

B. Upon completion of twenty-five (25) years of net credited service, a regular employee is entitled to a one hundred percent (100%) concession of the flat rate for a local exchange service line, but in no event shall the amount of the concession exceed \$18.00 per month. In addition, the 100% concession rate will be applicable to the following stipulated services (where applicable):

1. Service charges applicable to the connection, move or change of local service lines (excluding restoration)
2. Additional directory listings
3. U-touch service
4. Custom calling features
5. Repair Plus

C. In addition, regular employees with twelve (12) or more months of net credited service are entitled to a fifty percent (50%) concession rate where stipulated services are available. Services are limited to the following:

1. Service charge applicable to the connection, move or change of local exchange service lines (excluding restorations)
2. Additional directory listings
3. U-touch service
4. Pocket page signaling service
5. Custom calling features
  - a. Call Waiting
  - b. Call forwarding
  - c. Speed calling (8 codes or 30 codes)
  - d. Three party conference
  - e. Hot/warm line
  - f. Subscriber identified number assignment
  - g. Directory number transfer
  - h. Any tariffed package combination rate of the above
  - i. Auto Call Return
  - j. Repeat Dialing Plus
  - k. Advantage Package (including Auto Call Return, Call Waiting, and 3-Way Calling)
6. An additional local exchange service line not to exceed the amount specified in Section 1.A.
7. Repair Plus
8. Message Line

D. An employee who has been granted a formal leave of absence shall have his/her telephone concession cancelled at the end of the first billing period following the beginning of the leave, except, however, that this paragraph shall not apply to employees who have been granted a military leave of absence.

E. In the event of death of an employee who has a telephone concession rate, such concession may be continued in his/her residence for three (3) months from the end of the billing period in which death occurs provided that the service is used primarily by members of the former employee's family.

## **Section 2. Long Distance Service.**

All regular employees shall be entitled to a total toll concession of \$12.00 excluding tax, per billing period applicable to IntraLATA calls only. The concession shall apply first to flat rate toll access charges and then to personal toll calls.

**Section 3.** Effective beginning the third year of this agreement, subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a long distance credit of \$30 per month of free long distance service when the following conditions are met:

A. The long distance carrier is Sprint; and

B. The employee completes in full an unaltered "Employee Long Distance Benefit Application".

It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan.

## **Article 23 DISCIPLINE AND DISCHARGE**

**Section 1.** The Company reserves the right to discipline, discharge, suspend or demote employees for proper cause.

**Section 2.** Proper cause may include, but not be limited to, failure to obey instructions of supervisors, violation of Company rules, or failure to perform a job or tour of duty in accordance with the Company standards.

**Section 3.** In the event an employee is demoted a charge that the demotion was without proper cause shall be handled in accordance with the following:

A. If the employee has less than three (3) months service in the job from which he/she was demoted at the time of the demotion, the matter shall be subject to the grievance procedure set forth in Article 24, but shall not be subject to arbitration under Article 25.

B. If the employee has three (3) months or more of service in the job from which he/she was demoted, the matter shall be subject to the full grievance and arbitration procedures set forth in Articles 24 and 25.

**Section 4.** Except as modified by Section 3.A. of this article, a discipline, discharge, suspension or demotion imposed upon a non-probationary employee shall be subject to arbitration under Article 25.

The arbitrator shall not be precluded from reducing the penalty imposed by the Company if he/she determines that a lesser penalty is more appropriate.

## **Article 24 GRIEVANCE PROCEDURE**

**Section 1.** The parties recognize two types of grievances under the Agreement:

A. Arbitrable Grievances are those grievances which consist of an allegation that either party has violated or is violating the express provisions of a specific article of this Agreement, or consist of a dispute about the interpretation and application of a particular article of this Agreement.

B. Non-arbitrable Grievances are those grievances which may arise during the term of this Agreement which do not consist of an allegation that an express provisions of a specific article of this Agreement has been violated, or which do not consist of a dispute about the interpretation and application of a particular article of this Agreement. Grievances of this type which are not resolved under the steps of this grievance article, will not be subject to the arbitration provisions of Article 25.

In the event the Company considers that the number of non-arbitrable grievances presented are excessive, abusive or of a harassing nature, it may submit a determination of that issue to the permanent arbitrator provided under Article 25, Section 2. If the arbitrator answers the issue in the affirmative, he/she has the authority to limit, suspend or cancel this provision of the grievance procedure.

**Section 2.** The provisions of this article are the sole and exclusive procedure for the adjustment of a grievance of an employee, employees, the Union, or the Company.

**Section 3.** Casual corrections, routine changes and questions concerning the supervision and direction of the working forces may be handled by the foreman directly with the employee or employees concerned and will be subject to the grievance procedure should the application of such matters create a grievance as herein described.

**Section 4.** Should any grievance as defined in Section 1. above arise during the term of this Agreement, an earnest effort shall be made to settle such grievance in the manner described in this section: (It is understood and agreed that in the event an arbitrator should suspend or cancel the provisions of Section 1.B. of this article, thereafter an employee's Union or management representative shall not be required to receive or process such non-arbitrable grievances under the terms of this Agreement.)

**STEP 1.** An employee having a grievance may present it to the employee's immediate management representative at the level of the exchange in which the aggrieved employee is employed, or may present it to his/her local Union representative for processing with the employee's immediate management representative.

Normally, the grievance will be handled with the Company by a local Union representative, but it is agreed that any individual employee or a group of employees shall have the right at any time to present grievances to the Company and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment shall not be inconsistent with the terms of this Agreement, and provided that the Union representative has been given opportunity to be present at such adjustment.

A grievance shall be presented at Step 1 of the grievance procedure as soon as possible after it arises, but in no event later than thirty (30) calendar days after it occurred, and the failure to present the matter within this time shall constitute an abandonment and waiver of the grievance.

The management representative will make an earnest effort to reach a satisfactory settlement of the grievance and will give his/her answer within fourteen (14) calendar days after its presentation to him/her.

At the request of either party, the aggrieved employee may be present at the presentation and settlement of his/her grievance at this step of the grievance procedure only. If more than one aggrieved employee is involved, participation of more than one aggrieved employee shall be by mutual agreement.

**STEP 2.** If the grievance is not settled satisfactorily in accordance with the procedure of Step 1, it may be presented to the management representative at the district or area level by the Union's local representative within fourteen (14) calendar days after receipt of the management representative's answer under Step 1, and a failure to present the matter within this time shall constitute an abandonment and waiver of the grievance.

The grievance at this level shall be presented in writing, signed by the grievant and the Union representative, and shall contain a brief statement of the grievance and list the specific provisions(s) of the Agreement claimed to have been violated (or in the case of a non-arbitrable grievance as defined in Section 1.B., a statement of the dispute).

The Company shall furnish the Union with a written reply to the grievance within fourteen (14) calendar days after the matter was presented to it, and this reply shall contain a brief statement of the Company's reasons for granting or denying the grievance, and where applicable, will list the provision(s) of the Agreement which it contends applies. If no decision is given by the Company within the fourteen (14) calendar day period, or such time as may be mutually extended, the grievance may be appealed to the next step of the grievance procedure.

**STEP 3.** If the grievance is not settled satisfactorily in accordance with the procedure at Step 2, it may be presented to the Company's designated Human Resources Department representative by the Union's local president. In addition, the International Representative of the Union may attend such third step grievance meetings. A grievance at this step must be presented within thirty (30) calendar days after receipt of the answer under Step 2, and a failure to present the grievance within the time shall constitute an abandonment and waiver of the grievance.

The grievance at this level shall be presented in writing, and shall contain a brief statement of the grievance and list the specific provision(s) of the Agreement claimed to have been violated (or in the case of a non-arbitrable grievance as defined in Section 1.B., a statement of the dispute).

The Company shall furnish the Union a written reply to the grievance within thirty (30) calendar days after the matter was presented to it, and this reply shall contain a brief statement of the Company's reasons for granting or denying the grievance, and where applicable, will list the provision(s) of the Agreement which it contends applies.

If no decision is given by the Company within the thirty (30) calendar day period, or such time as may be mutually extended, the grievance shall be deemed resolved on the basis claimed by the Union. The duly accredited International Representative of the Union shall have access to the Company premises for the purpose of investigating grievances normally at Step 3 of the grievance procedure when accompanied by, or in accordance with permission granted by, the management representative at Step 3. Such representative shall assume all risk and if injured on the premises, the Union agrees to save harmless and indemnify the Company from any claim made by such representative for any such injury.

**Section 5.** After any matter appropriate for grievance handling under this Agreement shall have been referred to the Union for grievance handling and the Company informed of such reference, the Company agrees that it will neither initiate nor participate in any discussion of the matter with the individual employees affected except in the presence of a Union representative.

**Section 6.** Insofar as practicable, the investigation of a grievance by the Union or its representatives will be handled only during non-work time and shall not interfere with the performance of duties by employees. It is recognized that there may be occasions when in an investigation of a grievance it may be impossible to handle such investigation during non-work time, and the Company will not unreasonably withhold its permission for the investigation of such grievance during work time.

**Section 7.** At the grievance meetings under this article, the Union may have up to two (2) employees present from within the Company. Grievance meetings under the grievance procedure will be held at reasonable hours and usually during work hours. Time devoted by employees in grievance meetings and in handling grievances outside of normally scheduled work hours will not be paid by the Company. Time spent by employees during grievance meetings will be treated as time worked for the purpose of computing premium pay under this Agreement.

## **Article 25**

### **ARBITRATION**

**Section 1.** In the event that a grievance between the Company and the Union as to the meaning or application of a provision(s) of this Agreement has not been settled to the satisfaction of the parties involved through the grievance proce-



dures of Article 24 of this Agreement, either the Company or the Union may, within ninety (90) calendar days after the answer of the Company at Step 3 of the grievance procedure, request by written notice to the other party that the grievance be submitted to arbitration. No request for arbitration shall be valid which is not made within the time prescribed.

**Section 2.** The parties agree to select an impartial arbitrator from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service. Each party shall alternately strike one name each until one name remains. The person so named shall be the arbitrator for the case being arbitrated.

**Section 3.** The arbitrator shall receive testimony and evidence from the parties and shall render a decision within a period of twenty (20) days after the conclusion of the hearing unless both parties agree to an extension of such period. The arbitrator shall find the facts, render his/her decision and award in writing, and sign same.

**Section 4.** An arbitrator may hear only one grievance at a time unless otherwise agreed to in writing by both parties.

**Section 5.** The power and authority of the arbitrator shall be strictly limited to determining grievances concerning the interpretation and application of the terms of this Agreement. The language of this Agreement is controlling, and past practice can be used only when the language is ambiguous. The arbitrator shall confine himself/herself strictly to the facts submitted in the hearing, the evidence before him/her and the terms of this Agreement. It is agreed that the arbitrator shall have no authority or power to:

A. Make an award affecting a change, modification or addition to this Agreement.

B. Establish any wage scale or schedule, rate or to change any progression schedule for increases. He/she shall have no power to award or establish holidays, vacations, insurance benefits, pensions or other economic benefits than are provided for in this Agreement.

C. Make an award against the Company for back wages or payments for more than thirty (30) calendar days beyond the date on which the grievance was first presented in accordance with the grievance procedure.

**Section 6.** All expenses and charges of the arbitrator shall be borne half by the Company and half by the Union.

**Section 7.** The arbitration hearings will be conducted at times and places to be fixed by the arbitrator. Each party shall bear its own cost of preparation, including those of witnesses and representatives at the hearing. Time spent by employees in attending the arbitration hearings shall not be compensated by the Company.

**Section 8.** The decision and award of the arbitrator shall be final, conclusive and binding upon both parties, and upon the aggrieved employee or employees.

## **Article 26 LOCKOUTS AND STRIKES**

**Section 1.** The Company will not engage in any lockout of its employees during the term of this Agreement.

A. Since this Agreement provides procedures for the orderly and equitable settlement of disputes and grievances, the Union and its members, individually and collectively will not permit, cause, or take part in any strike, work stoppage, slowdown, picketing, or other curtailment or restriction of work or interference with work in or about the Company's facilities, offices or premises during the term of this Agreement.

B. Strikes, stoppages, slowdowns or any other interference with the orderly and efficient operation of the Company's facilities during the term of this Agreement shall be deemed a violation of same. The parties recognize the right of the Company to take immediate disciplinary action against any employees who participate in a violation of this article. The disciplinary action taken by the Company against an employee shall be subject for grievance and arbitration if the Union elects.

C. The Company will notify the Union's International Representative of the existence of any strike, stoppage, slowdown, etc., in violation of this article. Within forty-eight (48) hours after receipt of such notice by the Union, an International or Regional officer of the Union having jurisdiction over the Local Union, shall issue a written statement, directed to its members, advising them (1) that the existing strike, stoppage, slowdown, etc., is a violation of this Agreement and is not authorized by the Communications Workers of America; (2) that the participating employees are directed to return to their respective jobs within twenty-four (24) hours; and (3) that all officers, agents and committeemen of the Union are instructed to endeavor to end the strike, stoppage, slow-down, etc., immediately. A copy of such statement shall be delivered to the Company.

In the event of a strike, stoppage, slowdown, etc., the Union will immediately endeavor to secure a return of the strikers to work to the end that the dispute may then be settled peaceably in accordance with the provisions of this Agreement.

D. If the unauthorized strike, stoppage, etc., continues, the Union agrees that the Company may have the matter submitted to the arbitrator designated in Article 25, Section 2. The sole factual issue presented to the arbitrator shall be whether employees are in fact engaging in a strike, work stoppage, etc. If the arbitrator finds that a strike, work stoppage, etc., has occurred, he/she shall order the employees to cease their activity and to return immediately to work. Utilization of the procedure established in this article is purely discretionary with the Company and shall not operate as a condition upon the Company's resort to other remedies. In the event the Company resorts to arbitration under the foregoing procedures, all expenses and charges of the arbitrator shall be borne entirely by the Company.

#### **Article 27**

### **MANAGEMENT PERFORMANCE OF CRAFT WORK**

The Company agrees that it will not as a general practice work supervisory employees on work ordinarily performed by non-supervisory employees, except for purposes of instruction or to meet emergency conditions. The parties recognize, however, that there are proper exceptions to this general practice, made in the interest of the service or economical operation, and in such cases nothing herein is intended to prohibit the Company from working such supervisory employees on such non-supervisory work.

#### **Article 28**

### **UNION RIGHTS AND RESPONSIBILITIES**

**Section 1.** The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collection of initiation fees, dues or assessments, or conduct of any Union business on Company work time or on Company property during the assigned working schedule of any of the employees involved. This limitation shall not be construed to prohibit casual or personal conversation about the Union and its activities, provided such conversations do not result in employees quitting or delaying their work.

**Section 2.** The Union shall not distribute on Company premises literature which is controversial, political, advertising or similar in nature. The Company reserves the right, within its sole and unreviewable discretion, to cancel this section of the Agreement if it considers that its provisions are being abused.

## **Article 29 RECORDS**

**Section 1.** All personnel records kept by the Company on an employee, which may affect the conditions of such employee's employment, shall be subject to his/her inspection upon reasonable notice to his/her supervisor. After such inspection, the employee shall initial and date the records as acknowledgment of having inspected the record on that date. Upon the development of a grievance condition, where necessary to develop pertinent facts having to do with the presentation or resolution of such grievance, the personnel record of any employee shall be subject to inspection by a Union representative upon such employee's written consent and in the presence of a management representative.

**Section 2.** When entries other than those of a routine nature are made to an employee's personnel record which may affect conditions of his/her employment, the employee shall be so advised. When such an entry is to be made in a personnel record it shall be made within a reasonable length of time of the occurrence of the incident to which the entry refers.

## **Article 30 DISTRIBUTION OF AGREEMENT**

The Company shall have this Agreement printed and distributed to all of its present employees covered by this Agreement, and shall hand a copy to all new eligible employees.

The Company and the Union will each bear one-half (1/2) the cost of printing the Agreement.

The Company shall deliver to each officer of each Local a copy of the Agreement within sixty (60) days of ratification.

## **Article 31 BULLETIN BOARDS**

**Section 1.** The Company will install and maintain bulletin boards in mutually agreed upon locations for use by the Union.

**Section 2.** Use of such bulletin boards by the Union shall be confined to such local Union matters as notices of meetings, recreational activities, social affairs, nomination and election of Union officers and such other matters as may properly be considered as non-controversial and non-political and advertising and similar material will not be posted. Where any material posted by the Union is deemed by the Company to be controversial in nature, it shall be promptly removed at the request of the Company.

**Section 3.** The cost of providing, installing, maintaining and relocating such bulletin boards will be paid for by the Union.

## **Article 32 PAYROLL DUES DEDUCTION**

**Section 1.** Paychecks and/or paystubs for all employees working under the terms of this Agreement shall be delivered by means determined by the Company, to the location designated by the employee. This location will be reflected in the official Company records. All payroll deductions shall be made from checks issued to cover the first two payroll periods of each month. Electronic paystubs shall be made available to employees who elect direct deposit prior to 5:00 PM on the day preceding the payday or delivered through the Intranet when the technology becomes available. Each paycheck or paystub shall be for the two calendar weeks ending not earlier than the end of the preceding calendar week. The Company will make a reasonable effort to deliver paychecks by Friday of the pay week.

**Section 2.** The Company agrees to make collection of Union dues of any eligible employee through payroll deduction upon the order in writing signed by such employee and to pay over the amount thus deducted to the Union.

**Section 3.** An employee may, however, cancel and terminate his/her dues deduction authorization at any time within the fifteen day period immediately preceding or the fifteen day period following June 30 of each year. The Company agrees to notify the Union forthwith of the receipt of any such written cancellation.

**Section 4.** The Union may, by written notice (over the signature of its Secretary) given to the Company, terminate, with respect to any employee, the obligation and right of the Company to make such deductions. The Company shall give notice of such termination to the employee.

**Section 5.** Cancellation of Union dues deductions will be made by the Company on the transfer or promotion of an employee to an ineligible position effective the first payroll period following the transfer or promotion and will notify the Union of such cancellation.

**Section 6.** Effective on the first anniversary of this Agreement, upon proper authorization, the Company will provide for a monthly payroll deduction for individual employees who wish to participate in the CWA Savings and Retirement Trust Fund. The Union agrees to hold the Company harmless against any claims that might be made by any employee as to the application of such funds.

**Section 7.** The Company agrees to provide payroll deductions for COPE (Committee on Political Education) for employees represented by the Communications Workers of America subject to the following conditions:

- A. Deduction requests must be submitted on a properly completed authorization card.
- B. The amount specified will be deducted every pay period if sufficient paycheck money is available and the total amount will be forwarded once per month to the person designated by the CWA.

The Union agrees to hold the Company harmless against any claims that might be made by any employees as to the application of the funds.

### **Article 33**

#### **COLLECTIVE BARGAINING PROCEDURE AND COVERAGE**

**Section 1.** Collective bargaining by and between the Union and the Company shall be conducted by and between the duly accredited representatives of the parties of this Agreement, and each party to such bargaining shall notify the other in writing of the names of its representatives and any changes which may occur. An alternate shall be accorded the same recognition as representative when acting in the capacity of the latter.

**Section 2.** Neither the Union nor the Company shall be represented ordinarily by more than eight (8) persons.

**Section 3.** Meetings for purposes of collective bargaining shall be held at mutually convenient times and places on request of either of the parties to such bargaining. The party requesting the meeting shall, in advance, inform the other in writing of the subjects to be discussed, except in those instances where the urgency of the case precludes such advance notification. Agreements reached in the meeting other than on grievances shall, on the request of either of the parties thereto, be recorded as formal agreements and an executed copy thereof shall be provided for each party.

**Section 4.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the

area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### **Article 34**

### **FEDERAL AND STATE LAWS**

**Section 1.** In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

**Section 2.** Notwithstanding anything to the contrary, where any one clause or Article of this Contract is applicable to a request for a leave of absences as defined by the Family and Medical Leave Act of 1993 (FMLA), the minimum requirements provided by the FMLA shall prevail unless the Contract provides for a type or level of benefit greater than that specified under the FMLA.

#### **Article 35**

### **DURATION OF AGREEMENT**

**Section 1.** This Agreement becomes effective on November 30, 2002 and shall remain in full force and effect until 12:00 midnight on November 29, 2005.

**Section 2.** This Agreement shall continue in full force and effect after November 29, 2005 unless either party gives the other party sixty (60) days written notice to cancel, revise or modify part of the Agreement. In the event agreement is not reached within sixty (60) days after such notice of cancellation, the Agreement shall in all respects be voided and terminated. Extensions may be agreed to by written agreement between the parties.

#### **Article 36**

### **PAY FOR PERFORMANCE COMPENSATION PLAN AND OTHER INCENTIVE PROGRAMS**

**Section 1.** Effective with the first calendar day of the month following contract ratification, the Pay for Performance Compensation Plan ("PFP") will be implemented for Service Representatives and/or Repair Service Evaluators, who shall then have the opportunity to begin receiving earnings pay-outs according to the terms and conditions of the Plan. For purposes of Pension and Savings, Service Representatives and Repair Service Evaluators covered by PFP will be treated under the Benefits Rate Schedule attached as Appendix E to this Agreement.

Employees will receive a daily schedule of incentive eligibility earnings that can be used to track monthly sales objectives and earnings. For tax purposes, incentive dollars are to be treated as regular income (and not grossed up). Incentive earnings will be taxed at the applicable tax rate. Employees will receive incentive earnings under PFP in the second paycheck of the month following their sales.

Unless otherwise specifically noted above, the parties agree that the Company may unilaterally modify, delete, or change any terms, conditions, criteria, or parameters of PFP (including objectives, product line categories, thresholds, or any other provision). If the Company discontinues PFP at any time during the term of this Agreement, Service Representative and/or Repair Service Evaluators will be paid under the appropriate Benefits Rate Schedule attached as Appendix E to this

Agreement. Any modifications made to PFP will not affect money already earned under such Plan. The Company further agrees to notify the Union of any modifications to the Plan.

**Section 2.** The Company, at its sole discretion, may unilaterally develop, implement, administer, modify, or delete other incentive programs.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CAROLINA TELEPHONE AND TELEGRAPH COMPANY

By: A. H. Quarles  
Employee Relations Manager

Dan Gronniger  
Employee Relations Manager

Vaughn Campbell  
Employee Relations Specialist II

Wendy Davis  
District Manager-CSO

Don Vodicka  
Operations Manager

Susan Alston  
Employee Relations Coordinator

COMMUNICATIONS WORKERS OF AMERICA

By: Betty Witte  
Administrative Assistant

Ratified by Union Membership:

Rocky A. Barnes  
President, Local Union 3680

Ronald X. Knight  
President, Local Union 3681

Rose Bowling, Bargaining  
Representative, Local Union 3682

Larry A. Williams,  
Executive Vice President, Local Union 3685

**WAGE SCHEDULE 1**  
**(CWA CTT WEEKLY WAGE GUIDE 3)**  
**(Schedule Number 65)**

**TITLE**  
**House Service Worker**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	8.09	8.14	8.19
6 mo	8.95	9.08	9.19
12mo	9.93	10.13	10.32
18mo	11.03	11.31	11.59
24mo	12.26	12.63	13.01

**WAGE SCHEDULE 2**  
**(CWA CTT WEEKLY WAGE GUIDE 4)**  
**(Schedule Number 66)**  
**TITLES**

**Mail Room Helper**  
**Storeroom Worker**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	5.90	5.95	6.00
6mo	6.16	6.50	6.57
12mo	6.54	7.10	7.20
18mo	7.06	7.76	7.89
24mo	7.69	8.48	8.64
30mo	8.47	9.27	9.46
36mo	9.36	10.13	10.36
42mo	10.39	11.07	11.35
48mo	11.55	12.10	12.43
54mo	12.83	13.21	13.61

**WAGE SCHEDULE 3**  
**(CWA CTT WEEKLY WAGE GUIDE 6)**

**(Schedule Number 68)**

**TITLE**

**Mail Truck Driver**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	6.49	6.54	6.59
6mo	6.77	7.15	7.22
12mo	7.19	7.81	7.91
18mo	7.76	8.53	8.66
24mo	8.47	9.32	9.49
30mo	9.31	10.18	10.40
36mo	10.30	11.12	11.39
42mo	11.42	12.15	12.48
48mo	12.69	13.28	13.67
54mo	14.10	14.52	14.96

**WAGE SCHEDULE 4**  
**(CWA CTT WEEKLY WAGE GUIDE 5)**

**(Schedule Number 67)**

**TITLE**

**Equipment Maintainer, Station**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	6.65	6.70	6.75
6mo	6.95	7.32	7.40
12mo	7.39	8.00	8.11
18mo	7.96	8.74	8.89
24mo	8.68	9.55	9.74
30mo	9.55	10.44	10.67
36mo	10.57	11.41	11.69
42mo	11.72	12.47	12.81
48mo	13.03	13.63	14.03
54mo	14.47	14.90	15.35



**WAGE SCHEDULE 5**  
**(CWA CTT WEEKLY WAGE GUIDE 16)**  
**(Schedule Number 81)**

**TITLE**  
**Operator**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	6.73	6.78	6.83
6mo	7.01	7.41	7.48
12mo	7.46	8.10	8.19
18mo	8.04	8.85	8.97
24mo	8.78	9.67	9.83
30mo	9.65	10.57	10.77
36mo	10.67	11.55	11.80
42mo	11.85	12.62	12.93
48mo	13.16	13.79	14.16
54mo	14.62	15.06	15.51

**WAGE SCHEDULE 6**  
**(CWA CTT WEEKLY WAGE GUIDE 1)**  
**(Schedule Number 61)**

**TITLES**  
**Operations Clerk**  
**Teller**  
**Collection Representative**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	6.84	6.89	6.94
6mo	7.13	7.53	7.60
12mo	7.58	8.23	8.33
18mo	8.17	8.99	9.12
24mo	8.91	9.82	9.99
30mo	9.81	10.73	10.94
36mo	10.85	11.72	11.98
42mo	12.03	12.81	13.12
48mo	13.37	14.00	14.37
54mo	14.85	15.30	15.76

**WAGE SCHEDULE 7**  
**(CWA CTT WEEKLY WAGE GUIDE 2)**  
**(Schedule Number 62)**

**TITLE**

**Secretarial Stenographer**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	6.87	6.92	6.97
6mo	7.16	7.56	7.64
12mo	7.61	8.26	8.37
18mo	8.21	9.03	9.17
24mo	8.95	9.87	10.05
30mo	9.85	10.79	11.01
36mo	10.90	11.79	12.06
42mo	12.09	12.88	13.21
48mo	13.43	14.07	14.47
54mo	14.92	15.37	15.83

**WAGE SCHEDULE 8**  
**(CWA CTT WEEKLY WAGE GUIDE 19)**  
**(Schedule Number 84)**

**TITLE**

**Traffic Results Clerk**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	7.05	7.10	7.15
6mo	7.35	7.76	7.83
12mo	7.81	8.48	8.58
18mo	8.43	9.27	9.40
24mo	9.19	10.13	10.30
30mo	10.11	11.07	11.28
36mo	11.19	12.10	12.36
42mo	12.41	13.22	13.54
48mo	13.78	14.45	14.83
54mo	15.32	15.78	16.25

**WAGE SCHEDULE 9**  
**(CWA CTT WEEKLY WAGE GUIDE 17)**  
**(Schedule Number 82)**  
**TITLE**

**Service Assistant**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	7.10	7.15	7.20
6mo	7.41	7.81	7.89
12mo	7.86	8.53	8.64
18mo	8.48	9.32	9.46
24mo	9.25	10.18	10.36
30mo	10.18	11.12	11.35
36mo	11.26	12.15	12.43
42mo	12.49	13.28	13.62
48mo	13.87	14.51	14.92
54mo	15.42	15.88	16.36

**WAGE SCHEDULE 10**  
**(CWA CTT WEEKLY WAGE GUIDE 13)**  
**(Schedule Number 75)**  
**TITLES**

**Central Data Control Assistant**  
**Material Transporter**  
**Repair Service Assistant**

**Service Center Assistant**  
**Warehouse Attendant**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	7.30	7.35	7.40
6mo	7.62	8.03	8.11
12mo	8.10	8.78	8.89
18mo	8.73	9.60	9.74
24mo	9.53	10.49	10.67
30mo	10.49	11.47	11.69
36mo	11.60	12.54	12.81
42mo	12.86	13.71	14.04
48mo	14.30	14.98	15.38
54mo	15.88	16.36	16.85

**WAGE SCHEDULE 12**  
**(CWA CTT WEEKLY WAGE GUIDE 15)**  
**(Schedule Number 77)**  
**TITLE**

**Repair Service Evaluator**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	7.49	7.49	7.49
6mo	7.81	7.81	7.81
12mo	8.30	8.30	8.30
18mo	8.95	8.95	8.95
24mo	9.77	9.77	9.77
30mo	10.74	10.74	10.74
36mo	11.88	11.88	11.88
42mo	13.19	13.19	13.19
48mo	14.65	14.65	14.65
54mo	16.28	16.28	16.28

**WAGE SCHEDULE 13**  
**(CWA CTT WEEKLY WAGE GUIDE 22)**  
**(Schedule Number 88)**  
**TITLES**

**Coin Telephone Collector**

**Marketing Repair Service Evaluator**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	8.51	8.56	8.61
6mo	8.88	9.36	9.43
12mo	9.43	10.23	10.33
18mo	10.17	11.18	11.32
24mo	11.09	12.22	12.40
30mo	12.21	13.36	13.59
36mo	13.50	14.60	14.89
42mo	14.98	15.96	16.32
48mo	16.64	17.44	17.88
54mo	18.49	19.04	19.61

**WAGE SCHEDULE 14**  
**(CWA CTT WEEKLY WAGE GUIDE 7)**  
**(Schedule Number 69)**  
**TITLE**

**Storeroom Repairer**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	9.32	9.37	9.42
6mo	9.72	10.24	10.32
12mo	10.33	11.19	11.31
18mo	11.14	12.23	12.40
24mo	12.15	13.37	13.59
30mo	13.37	14.61	14.89
36mo	14.79	15.97	16.32
42mo	16.41	17.46	17.89
48mo	18.23	19.08	19.61
54mo	20.26	20.87	21.50

**WAGE SCHEDULE 15**  
**(CWA CTT WEEKLY WAGE GUIDE )**  
**(Schedule Number 63)**  
**TITLES**

**Public Access Technician**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	9.55	9.60	9.65
6mo	10.41	10.49	10.58
12mo	11.35	11.47	11.60
18mo	12.37	12.54	12.71
24mo	13.48	13.71	13.93
30mo	14.70	14.98	15.27
36mo	16.03	16.37	16.74
42mo	17.47	17.89	18.35
48mo	19.04	19.56	20.11
54mo	20.75	21.37	22.01

**WAGE SCHEDULE 16**  
**(CWA CTT WEEKLY WAGE GUIDE 8)**  
**(Schedule Number 70)**

<b>TITLES</b>	
<b>Auto Mechanic</b>	<b>Cable Splicer</b>
<b>Construction Worker</b>	<b>Equipment Repairer</b>
<b>Line Worker</b>	<b>Line Worker, Records</b>

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	10.21	10.26	10.31
6mo	10.65	11.22	11.30
12mo	11.31	12.26	12.39
18mo	12.21	13.40	13.58
24mo	13.31	14.65	14.89
30mo	14.64	16.01	16.32
36mo	16.19	17.50	17.89
42mo	17.97	19.13	19.61
48mo	19.96	20.91	21.49
54mo	22.19	22.86	23.55

**WAGE SCHEDULE 17**  
**(CWA CTT WEEKLY WAGE GUIDE 14)**  
**(Schedule Number 76)**

<b>TITLES</b>	
<b>Cable Maintenance Technician</b>	
<b>Key Equipment Installer-Repairer</b>	
<b>Customer Service Technician</b>	

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	10.37	10.42	10.47
6mo	10.83	11.39	11.48
12mo	11.51	12.45	12.58
18mo	12.40	13.61	13.79
24mo	13.53	14.88	15.12
30mo	14.88	16.27	16.58
36mo	16.47	17.79	18.18
42mo	18.27	19.45	19.93
48mo	20.30	21.26	21.85
54mo	22.56	23.24	23.94

**WAGE SCHEDULE 18**  
**(CWA CTT WEEKLY WAGE GUIDE 9)**  
**(Schedule Number 71)**  
**TITLES**

**Facilities Assigner**  
**Business Services Technician**  
**Building Maintenance Technician**

**Network Switching Technician**  
**Equipment Repair Technician**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	10.50	10.55	10.60
6mo	10.96	11.53	11.62
12mo	11.64	12.60	12.74
18mo	12.56	13.77	13.96
24mo	13.70	15.05	15.30
30mo	15.07	16.45	16.77
36mo	16.67	17.98	18.38
42mo	18.49	19.65	20.15
48mo	20.54	21.48	22.09
54mo	22.82	23.50	24.21

**WAGE SCHEDULE 18A-2**  
**(CWA CTT WEEKLY WAGE GUIDE 9)**  
**(Schedule Number 72)**  
**TITLES**

**Business Services Technician II**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	10.97	11.02	11.07
6mo	11.45	12.04	12.13
12mo	12.16	13.16	13.29
18mo	13.12	14.38	14.56
24mo	14.32	15.71	15.95
30mo	15.75	17.17	17.48
36mo	17.42	18.76	19.15
42mo	19.32	20.50	20.98
48mo	21.47	22.40	22.99
54mo	23.82	24.50	25.21

**WAGE SCHEDULE 18B-2**  
**(CWA CTT WEEKLY WAGE GUIDE 9)**  
**(Schedule Number 73**  
**TITLES**

**Business Services Technician III**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	11.21	11.26	11.31
6mo	11.70	12.30	12.39
12mo	12.43	13.44	13.57
18mo	13.40	14.69	14.87
24mo	14.63	16.05	16.29
30mo	16.09	17.54	17.85
36mo	17.79	19.17	19.56
42mo	19.73	20.95	21.43
48mo	21.93	22.89	23.48
54mo	24.32	25.00	25.71

**BENEFIT RATE SCHEDULE**

**Repair Service Evaluator**

Months Wage Experience	1/21/03	11/30/03	11/30/04
Start	8.43	8.48	8.53
6mo	8.80	9.27	9.35
12mo	9.34	10.13	10.25
18mo	10.07	11.07	11.23
24mo	10.99	12.10	12.31
30mo	13.22	13.49	13.49
36mo	13.38	14.45	14.78
42mo	14.84	15.79	16.20
48mo	16.49	17.26	17.75
54mo	18.32	18.87	19.44



**CAROLINA TELEPHONE AND TELEGRAPH COMPANY**  
**CWA 3680, 3681, 3682, AND 3685**  
**PENSION PLAN-MONTHLY BENEFIT PER YEAR OF SERVICE**  
 January 21, 2003 TO November 29, 2003

WAGE SCHED	WAGE GUIDE	WAGE NO.	SCHED										
			65-70	64	63	62	61	AGES					
								60	59	58	57	56	55
1	3	65	26.10	24.80	23.50	22.20	20.90	19.60	18.30	17.00	15.70	14.40	13.10
2	4	66	27.40	26.00	24.70	23.30	21.90	20.60	19.20	17.80	16.40	15.10	13.70
3	6	68	30.10	28.60	27.10	25.60	24.10	22.60	21.10	19.60	18.10	16.60	15.10
4	5	67	30.90	29.40	27.80	26.30	24.70	23.20	21.60	20.10	18.50	17.00	15.50
5	16	81	31.20	29.60	28.10	26.50	25.00	23.40	21.80	20.30	18.70	17.20	15.60
6	1	61	31.70	30.10	28.50	26.90	25.40	23.80	22.20	20.60	19.00	17.40	15.90
7	2	62	31.80	30.20	28.60	27.00	25.40	23.90	22.30	20.70	19.10	17.50	15.90
8	19	84	32.70	31.10	29.40	27.80	26.20	24.50	22.90	21.30	19.60	18.00	16.40
9	17	82	32.90	31.30	29.60	28.00	26.30	24.70	23.00	21.40	19.70	18.10	16.50
10	13	75	33.90	32.20	30.50	28.80	27.10	25.40	23.70	22.00	20.30	18.60	17.00
11	21	87	38.50	36.60	34.70	32.70	30.80	28.90	27.00	25.00	23.10	21.20	19.30
12	15	77	39.10	37.10	35.20	33.20	31.30	29.30	27.40	25.40	23.50	21.50	19.60
13	22	88	39.40	37.40	35.50	33.50	31.50	29.60	27.60	25.60	23.60	21.70	19.70
14	7	69	43.20	41.00	38.90	36.70	34.60	32.40	30.20	28.10	25.90	23.80	21.60
15		63	45.80	43.50	41.20	38.90	36.60	34.40	32.10	29.80	27.50	25.20	22.90
16	8	70	47.30	44.90	42.60	40.20	37.80	35.50	33.10	30.70	28.40	26.00	23.70
17	14	76	48.10	45.70	43.30	40.90	38.50	36.10	33.70	31.30	28.90	26.50	24.10
18	9	71	48.70	46.30	43.80	41.40	39.00	36.50	34.10	31.70	29.20	26.80	24.40
18A-2	9	72	50.00	47.50	45.00	42.50	40.00	37.50	35.00	32.50	30.00	27.50	25.00
18B-2	9	73	50.70	48.20	45.60	43.10	40.60	38.00	35.50	33.00	30.40	27.90	25.40

**CAROLINA TELEPHONE AND TELEGRAPH COMPANY**  
**CWA 3680, 3681, 3682, AND 3685**  
**PENSION PLAN-MONTHLY BENEFIT PER YEAR OF SERVICE**

November 30, 2003 TO November 29, 2004

WAGE SCHED	GUIDE	WAGE NO.	SCHED		AGES								
			65-70	64	63	62	61	60	59	58	57	56	55
1	3	65	26.90	25.60	24.20	22.90	21.50	20.20	18.80	17.50	16.10	14.80	13.50
2	4	66	28.20	26.80	25.40	24.00	22.60	21.20	19.70	18.30	16.90	15.50	14.10
3	6	68	31.00	29.50	27.90	26.40	24.80	23.30	21.70	20.20	18.60	17.10	15.50
4	5	67	31.80	30.20	28.60	27.00	25.40	23.90	22.30	20.70	19.10	17.50	15.90
5	16	81	32.10	30.50	28.90	27.30	25.70	24.10	22.50	20.90	19.30	17.70	16.10
6	1	61	32.60	31.00	29.30	27.70	26.10	24.50	22.80	21.20	19.60	17.90	16.30
7	2	62	32.80	31.20	29.50	27.90	26.20	24.60	23.00	21.30	19.70	18.00	16.40
8	19	84	33.70	32.00	30.30	28.60	27.00	25.30	23.60	21.90	20.20	18.50	16.90
9	17	82	33.90	32.20	30.50	28.80	27.10	25.40	23.70	22.00	20.30	18.60	17.00
10	13	75	34.90	33.20	31.40	29.70	27.90	26.20	24.40	22.70	20.90	19.20	17.50
11	21	87	39.70	37.70	35.70	33.70	31.80	29.80	27.80	25.80	23.80	21.80	19.90
12	15	77	40.30	38.30	36.30	34.30	32.20	30.20	28.20	26.20	24.20	22.20	20.20
13	22	88	40.60	38.60	36.50	34.50	32.50	30.50	28.40	26.40	24.40	22.30	20.30
14	7	69	44.50	42.30	40.10	37.80	35.60	33.40	31.20	28.90	26.70	24.50	22.30
15		63	46.50	44.20	41.90	39.50	37.20	34.90	32.60	30.20	27.90	25.60	23.30
16	8	70	48.70	46.30	43.80	41.40	39.00	36.50	34.10	31.70	29.20	26.80	24.40
17	14	76	49.60	47.10	44.60	42.20	39.70	37.20	34.70	32.20	29.80	27.30	24.80
18	9	71	50.10	47.60	45.10	42.60	40.10	37.60	35.10	32.60	30.10	27.60	25.10
18A-2	9	72	52.00	49.40	46.80	44.20	41.60	39.00	36.40	33.80	31.20	28.60	26.00
18B-2	9	73	52.90	50.30	47.60	45.00	42.30	39.70	37.00	34.40	31.70	29.10	26.50

**CAROLINA TELEPHONE AND TELEGRAPH COMPANY**  
**CWA 3680, 3681, 3682, AND 3685**  
**PENSION PLAN-MONTHLY BENEFIT PER YEAR OF SERVICE**  
November 30, 2004 TO November 29, 2005

WAGE SCHED	WAGE GUIDE	WAGE NO.	AGES										
			SCHED 65-70	64	63	62	61	60	59	58	57	56	55
1	3	65	27.80	26.40	25.00	23.60	22.20	20.90	19.50	18.10	16.70	15.30	13.90
2	4	66	29.00	27.60	26.10	24.70	23.20	21.80	20.30	18.90	17.40	16.00	14.50
3	6	68	31.90	30.30	28.70	27.10	25.50	23.90	22.30	20.70	19.10	17.50	16.00
4	5	67	32.80	31.20	29.50	27.90	26.20	24.60	23.00	21.30	19.70	18.00	16.40
5	16	81	33.10	31.40	29.80	28.10	26.50	24.80	23.20	21.50	19.90	18.20	16.60
6	1	61	33.60	31.90	30.20	28.60	26.90	25.20	23.50	21.80	20.20	18.50	16.80
7	2	62	33.80	32.10	30.40	28.70	27.00	25.40	23.70	22.00	20.30	18.60	16.90
8	19	84	34.70	33.00	31.20	29.50	27.80	26.00	24.30	22.60	20.80	19.10	17.40
9	17	82	34.90	33.20	31.40	29.70	27.90	26.20	24.40	22.70	20.90	19.20	17.50
10	13	75	36.00	34.20	32.40	30.60	28.80	27.00	25.20	23.40	21.60	19.80	18.00
11	21	87	40.90	38.90	36.80	34.80	32.70	30.70	28.60	26.60	24.50	22.50	20.50
12	15	77	41.50	39.40	37.40	35.30	33.20	31.10	29.10	27.00	24.90	22.80	20.80
13	22	88	41.90	39.80	37.70	35.60	33.50	31.40	29.30	27.20	25.10	23.00	21.00
14	7	69	45.90	43.60	41.30	39.00	36.70	34.40	32.10	29.80	27.50	25.20	23.00
15		63	47.20	44.80	42.50	40.10	37.80	35.40	33.00	30.70	28.30	26.00	23.60
16	8	70	50.20	47.70	45.20	42.70	40.20	37.70	35.10	32.60	30.10	27.60	25.10
17	14	76	51.10	48.50	46.00	43.40	40.90	38.30	35.80	33.20	30.70	28.10	25.60
18	9	71	51.70	49.10	46.50	43.90	41.40	38.80	36.20	33.60	31.00	28.40	25.90
18A-2	9	72	53.90	51.20	48.50	45.80	43.10	40.40	37.70	35.00	32.30	29.60	27.00
18B-2	9	73	55.10	52.30	49.60	46.80	44.10	41.30	38.60	35.80	33.10	30.30	27.60

**CAROLINA TELEPHONE AND TELEGRAPH COMPANY**  
**CWA 3680, 3681, 3682**  
**PENSION PLAN**  
**APPENDIX P BENEFIT UNIT**

Wage Schedule	Wage Guide	Schedule Number	1-21-2003	11-30-2003	11-30-2004
			to 11-29-2003	to 11-29-2004	to 11-29-2005
1	3	65	20.10	20.70	21.30
2	4	66	21.10	21.70	22.30
3	6	68	23.10	23.80	24.60
4	5	67	23.80	24.40	25.20
5	16	81	24.00	24.70	25.50
6	1	61	24.40	25.10	25.90
7	2	62	24.50	25.20	26.00
8	19	84	25.10	25.90	26.70
9	17	82	25.30	26.10	26.80
10	13	75	26.10	26.80	27.70
11	21	87	29.60	30.50	31.40
12	15	77	30.10	31.00	31.90
13	22	88	30.30	31.30	32.20
14	7	69	33.30	34.20	35.30
15		63	35.20	35.80	36.30
16	8	70	36.40	37.50	38.60
17	14	76	37.00	38.10	39.30
18	9	71	37.40	38.60	39.70
18A-2	9	72	38.50	40.00	41.50
18B-2	9	73	39.00	40.70	42.40

**CAROLINA TELEPHONE AND TELEGRAPH COMPANY  
CWA 3680, 3681, 3682**

**SAVING PLAN**

**MAXIMUM EMPLOYEE BIWEEKLY CONTRIBUTIONS  
FROM JANUARY 21, 2003 TO NOVEMBER 29, 2003**

Wage Schedule	Wage Guide	Schedule Number	Basic Contribution	Company Contribution	Supplemental Contribution Pre-taxed*
1	3	65	50.00	25.00	108.00
2	4	66	52.00	26.00	112.00
3	6	68	56.00	28.00	124.00
4	5	67	58.00	29.00	128.00
5	16	81	58.00	29.00	128.00
6	1	61	60.00	30.00	130.00
7	2	62	60.00	30.00	132.00
8	19	84	62.00	31.00	134.00
9	17	82	62.00	31.00	136.00
10	13	75	64.00	32.00	140.00
12	15	77	74.00	37.00	162.00
13	22	88	74.00	37.00	162.00
14	7	69	82.00	41.00	178.00
15		63	84.00	42.00	182.00
16	8	70	88.00	44.00	190.00
17	14	76	90.00	45.00	198.00
18	9	71	92.00	46.00	200.00
18A-2	9	72	96.00	48.00	210.00
18B-2	9	73	98.00	49.00	214.00

\*These contributions are allowed only if the participant is making the maximum basic contributions.

**CAROLINA TELEPHONE AND TELEGRAPH COMPANY  
CWA 3680, 3681, 3682**

**SAVING PLAN**

**MAXIMUM EMPLOYEE BIWEEKLY CONTRIBUTIONS  
FROM NOVEMBER 30, 2003 TO NOVEMBER 29, 2004**

Wage Schedule	Wage Guide	Schedule Number	Basic Contribution	Company Contribution	Supplemental Contribution Pre-taxed*
1	3	65	60.00	30.00	112.00
2	4	66	64.00	32.00	116.00
3	6	68	70.00	35.00	128.00
4	5	67	72.00	36.00	132.00
5	16	81	72.00	36.00	132.00
6	1	61	74.00	37.00	134.00
7	2	62	74.00	37.00	136.00
8	19	84	76.00	38.00	138.00
9	17	82	76.00	38.00	140.00
10	13	75	78.00	39.00	144.00
12	15	77	90.00	45.00	166.00
13	22	88	92.00	46.00	168.00
14	7	69	100.00	50.00	184.00
15		63	102.00	51.00	188.00
16	8	70	110.00	55.00	202.00
17	14	76	112.00	56.00	204.00
18	9	71	112.00	56.00	206.00
18A-2	9	72	118.00	59.00	218.00
18B-2	9	73	120.00	60.00	220.00

\*These contributions are allowed only if the participant is making the maximum basic contributions.

**CAROLINA TELEPHONE AND TELEGRAPH COMPANY  
CWA 3680, 3681, 3682**

**SAVING PLAN**

**MAXIMUM EMPLOYEE BIWEEKLY CONTRIBUTIONS  
FROM NOVEMBER 30, 2004 TO NOVEMBER 29, 2005**

Wage Schedule	Wage Guide	Schedule Number	Basic Contribution	Company Contribution Pre-taxed*	Supplemental Contribution
1	3	65	62.00	31.00	114.00
2	4	66	66.00	33.00	120.00
3	6	68	72.00	36.00	132.00
4	5	67	74.00	37.00	136.00
5	16	81	74.00	37.00	136.00
6	1	61	76.00	38.00	136.00
7	2	62	76.00	38.00	138.00
8	19	84	78.00	39.00	140.00
9	17	82	78.00	39.00	144.00
10	13	75	80.00	40.00	148.00
12	15	77	94.00	48.00	172.00
13	22	88	94.00	48.00	172.00
14	7	69	104.00	52.00	190.00
15		63	106.00	53.00	194.00
16	8	70	114.00	57.00	208.00
17	14	76	114.00	57.00	210.00
18	9	71	116.00	58.00	214.00
18A-2	9	72	122.00	61.00	222.00
18B-2	9	73	124.00	62.00	226.00

\*These contributions are allowed only if the participant is making the maximum basic contributions.

**MEMORANDUM OF UNDERSTANDING #1  
BETWEEN  
CAROLINA TELEPHONE AND TELEGRAPH COMPANY  
AND THE  
COMMUNICATIONS WORKERS OF AMERICA**

In an effort to ease the administration of overtime, nonscheduled and call-out assignments, the Company and the Union hereby agree to the utilization of a "preferred overtime list" for contacting eligible employees for premium pay opportunities in accordance with Article 7, HOURS OF WORK AND BASIS OF COMPENSATION, Section 10 of the current agreement.

1. Within a work group, overtime should be assigned, if possible, to those employees who desire it, utilizing a "preferred overtime" list.
  - a. Employees within a work group desiring overtime assignments shall enter their names on the "preferred overtime" list. Addition or deletion of names to or from this list shall be available on a biweekly basis, with changes to the subsequent weeks "preferred overtime" list to be made prior to 3:00 p.m. on the Thursday preceding the beginning of a new payroll period.
  - b. Call-outs or other nonscheduled, nonconnecting overtime will be first offered to qualified persons on the "preferred overtime" list. Only if there are no qualified employees who are on the "preferred overtime" list available to perform the assignment(s), will other employees in the work group be contacted for call-outs or nonscheduled assignments.

The procedures of administration of the "preferred overtime" list will be contained in CT&T Practice, Plant Series, Section 002-045-135CT, Issue F. November 1987.

It is further understood that this memorandum does not negate the Company's right to Article 7, Section 10.B., to require an employee to work on overtime, call-out or nonscheduled assignments.

Initial Agreement: 11/30/87

Approved:

A. H. Quarles, Labor Relations Manager, Sprint, 11/29/96

J. J. Gurganus, CWA Representative-Independents, CWA, 11/29/96

**MEMORANDUM OF UNDERSTANDING #2  
BETWEEN  
CAROLINA TELEPHONE AND TELEGRAPH COMPANY  
AND THE  
COMMUNICATIONS WORKERS OF AMERICA**

In recent cases of technological displacement, questions have arisen regarding the eligibility of payment of moving expenses for employees transferring as a result of a technological displacement, and the same status of employees displaced (bumped) by employees who are technologically displaced. To settle these questions of interpretation, it is understood and agreed that employees who are technologically displaced and who transfer to another exchange as a result of either accepting



reassignment to an available job or displacing (bumping) a junior employee shall have reasonable expenses in connection with the transfer borne by the company, as stated in Article 18, Section 2.B.3. of the current Agreement. It is further understood and agreed that if employees are technologically displaced and elect to displace (bump) a junior employee, under the provisions of Article 18, Section 2.B.4., such employee subsequently displaced (bumped) shall be considered as surplus and shall be covered by the provisions of Article 18, Section 1., Reduction in Force.

Initial Agreement: 10/12/82

Approved:

A. H. Quarles, Labor Relations Manager, Sprint, 11/29/96

J. J. Gurganus, CWA Representative-Independents, CWA, 11/29/96

**APPENDIX D**

**MEMORANDUM OF UNDERSTANDING #3  
BETWEEN  
CAROLINA TELEPHONE AND TELEGRAPH COMPANY  
AND THE  
COMMUNICATIONS WORKERS OF AMERICA**

In an effort to meet temporary staffing requirements and to minimize the need for contractors, Carolina Telephone and Telegraph Company (the Company) and Locals 3680, 3681, 3682, and 3685 of the Communications Workers of America (the Union) agree that the Company will have the right to supplement the work force within the jurisdiction of the Union with other Company employees under the conditions outlined below:

**Short-Term Temporary Assignments**

The Company will have the right to make short-term temporary assignments not to exceed ten (10) working days resulting from the following:

1. Unscheduled absences.
2. Skill and training requirements.
3. Abnormal, nonrecurring workloads (such as golf tournaments, weather conditions, PBX installations, unusually high service order or trouble activity).
4. Special projects (such as pay station conversions, inventories, UCRIS conversions).

Should conditions warrant, the above may be extended for an additional ten (10) working days upon notification to the Union.

**Long-Term Temporary Assignments**

Where temporary assignment needs are in excess of twenty (20) working days, the Company shall first offer such temporary work to qualified employees who are represented by the Union who are on layoff.

If those employees who are on layoff refuse such temporary work, the Company will have the right to assign other Company employees for a period not to exceed ninety (90) calendar days to perform such work.

These long-term temporary assignments shall be limited to supplementing the existing work force to provide onsite training in digital offices, to perform pre-cutover activities, and installation of central office equipment.

This Memorandum of Understanding shall not be used to eliminate or erode bargaining unit positions in the Union.

Should other situations occur that are not covered above, the Parties shall discuss and handle each occurrence individually. It is also understood that the Memorandum of Understanding shall not be used for recurring routine assignments. The Company shall provide a notice to the Union of any such assignment prior to the effective day of the assignment.

It is further agreed that this agreement is covered by collective bargaining agreements which have a similar reciprocal provision covering this matter.

This Memorandum of Understanding shall be effective upon the date of agreement and shall remain in effect indefinitely.

This agreement may be amended or modified by either party by giving written notice to the other party of such desire to so amend or modify sixty (60) days prior to the termination date set forth in the agreement. Any dispute over the meaning and/or interpretation of this memorandum which cannot be resolved by the parties within sixty (60) days, will be expedited immediately to arbitration under Article 25 of the Agreement. The parties agree that the use of this memorandum may be suspended for the offending workgroup for sixty (60) days during which times the parties will attempt to reach a mutual resolution. Should the parties fail to reach a resolution, the work group affected by the dispute shall have their rights under this memorandum of agreement suspended until the dispute is resolved.

Approved:

A. H. Quarles, Labor Relations Manager, Sprint, 11/30/02

Betty Witte, Administrative Assistant, CWA, 11/30/02

#### APPENDIX D

### MEMORANDUM OF UNDERSTANDING #4 BETWEEN CAROLINA TELEPHONE AND TELEGRAPH COMPANY AND THE COMMUNICATIONS WORKERS OF AMERICA

Section 6 of the Joinder agreement regarding payroll deduction for the CWA Savings and Retirement Trust specifically addresses new applications and changes in eligible employees participation. The parties hereby agree that in the event an eligible employee cancels participation that payroll deductions will cease at the first pay period after the Employer is notified.

This Memorandum of Understanding is effective from the date it is signed by both the Company and CWA representatives until the expiration of the current agreement, November 29, 1999.

Approved:

A. H. Quarles, Labor Relations Manager, Sprint, 11/29/96

J. J. Gurganus, CWA Representative-Independents, CWA, 11/29/96

**MEMORANDUM OF UNDERSTANDING #5  
BETWEEN  
CAROLINA TELEPHONE AND TELEGRAPH COMPANY  
AND THE  
COMMUNICATIONS WORKERS OF AMERICA**

In order to better meet the ever-changing needs of our customers, the Company and the Union hereby agree to institute a program entitled "Home Garage." This program will permit affected employees to keep their vehicles at their home locations and be dispatched directly to the customer's location each morning.

Listed below are some guidelines for the program:

1. The Company will determine which departments and towns will be eligible to participate.
2. Participation will be optional.
3. Employees in the following job titles may be eligible to participate providing the nature of the work being performed by the employees in the group is a) other than at the same Company owned/maintained facility on a regular basis, b) is such that the employees can be dispatched and report directly to the work location at the beginning of the work day, and c) it would not be necessary for the employee to first report to a Company owned/maintained facility prior to his/her going to the work location:
  - Business Services Technician
  - Key Equipment Installer Repairer
  - Customer Service Technician
  - Cable Maintenance Technician
  - Cable Splicer
  - Utility Locator
  - Building Maintenance Technician
4. Individuals not electing to participate in "Home Garage" will be assigned a reporting location.
5. The program must be flexible in that there may be times certain employees will be required to report to the work center to complete assigned projects.
6. In work groups (for reporting locations) with five or more eligible employees, a 50% or better participation level will be required for home garaging to be implemented. Exceptions to this policy will be addressed individually.
7. Employees should be at the first assignment at the scheduled starting time of the tour at the last assignment at the scheduled ending time of the tour, unless overtime is required, then, the paid time ceases when the job is completed at the work site. If the first assignment is beyond 25 miles from the designated reference point, the Company will allow 30 minutes travel time at the beginning of the tour. If the last assignment is beyond 25 miles from the designated reference point, the Company will allow 30 minutes travel time. These rules apply to call out.
8. Preferred call out will not be contingent upon "Home Garage" employee but by current procedures.

9. Employees must live within a radius of 25 air miles of a physical reference point to participate in the "Home Garage" program unless agreed to by the Company.

10. No weapons will be allowed on company vehicle.

Approved:

A. H. Quarles, Labor Manager, Sprint, 11/29/96

J. J. Gurganus, CWA Representative-Independents, CWA, 11/29/96

#### **APPENDIX D**

### **AGREEMENT REGARDING MUTUAL INTERPRETATION OF ARTICLE 18, FORCE ADJUSTMENTS, SECTION 2.B.1.**

The following interpretation regarding the implementation of Article 18, Section 2., paragraph B.1. is considered the true intent and meaning of the parties:

When employees are notified that a surplus may occur at a future date due to technological change, employees in the affected work group may be offered available jobs under the provisions of Article 18, Force Adjustments, Section 2.B.1. Affected employees shall be considered surplus and eligible for available jobs from the date the affected employees are notified until the date the surplus situation has been satisfied or the technological change taken place or until the affected employees refuse to take the same or equal jobs in the affected exchange. Job placement, displacement, SIPP, or Special Surplus Status may be offered as appropriate to relieve such surplus.

Concurred:

A. H. Quarles, Labor Relations Manager, Sprint, 11/29/96

J. J. Gurganus, CWA Representative-Independents, CWA, 11/29/96

#### **APPENDIX D**

### **MEMORANDUM OF UNDERSTANDING # 7 BETWEEN CAROLINA TELEPHONE AND TELEGRAPH COMPANY AND THE COMMUNICATIONS WORKERS OF AMERICA**

#### **"On Call Duty"**

In order to provide a level of service that meets the expectations and demands of our customers, the Company and the Union hereby agree to institute On Call Duty for all classifications covered under this Agreement. The Company reserves the right to designate which work groups will utilize this program.

This program will be voluntary if an adequate number of employees are available within a work group. Otherwise, the On Call Duty will be rotated among qualified employees, as determined by management, within the work group.

The following guidelines will be used for application of this program.

1. The On Call Duty will be rotated on a weekly basis (Friday at 5:00 PM to the following Friday at 8:00 AM) within a work group.
2. Employees will not be required to perform On Call Duty more than once per month unless they volunteer. In no instance will an employee be allowed to perform On Call Duty more than twice during a four-week period.
3. If no one volunteers, the On Call Duty will be rotated among qualified employees, as determined by management, within their work group.
4. The Company will contact the On Call employee by means of wireless communications designated and provided by the Company.
5. The On Call employee will be required to report within one hour of being contacted.
6. The On Call employee will be paid a \$185.00 weekly differential in addition to any compensation for hours worked on call outs and/or non-scheduled time.
7. An On Call employee will normally be used only in locations where he/she interchange on work assignments and regularly provide relief during normal tours.

Approved :

A.H. Quarles, Labor Relations Manager, Sprint, 11-29-99

J.J. Gurganus, CWA Representative-Independents, CWA, 11-29-99

**APPENDIX D**

**MEMORANDUM OF UNDERSTANDING #8  
BETWEEN  
CAROLINA TELEPHONE AND TELEGRAPH COMPANY  
AND THE  
COMMUNICATIONS WORKERS OF AMERICA**

The Company agrees that during the term of this Agreement if any employee is transferred into any area covered by this Agreement who is covered by a Sprint Collective Bargaining Agreement that has a reciprocal provision shall have their seniority honored subject to the following conditions:

1. Only time accrued within a bargaining unit will be credited for seniority purposes.
2. An employee returning to the bargaining unit will have their previous bargaining unit seniority bridged after three (3) years.

Approved:

A. H. Quarles, Labor Relations Manager, Sprint, 11/29/96

J. J. Gurganus, CWA Representative-Independents, CWA, 11/29/96

**MEMORANDUM OF UNDERSTANDING #9  
BETWEEN  
CAROLINA TELEPHONE AND TELEGRAPH COMPANY  
AND THE  
COMMUNICATIONS WORKERS OF AMERICA**

The Union proposes that any charges that are covered by Carolina Telephone to CWA for the administration of payroll deduction for COPE (Committee on Political Education) be eliminated, and the collection, disbursement and administration be at no charge to the Union.

Approved:

A. H. Quarles, Labor Relations Manager, Sprint, 11/29/96

J. J. Gurganus, CWA Representative-Independents, CWA, 11/29/96

**MEMORANDUM OF UNDERSTANDING # 10  
BETWEEN  
CAROLINA TELEPHONE AND TELEGRAPH COMPANY  
AND THE  
COMMUNICATIONS WORKERS OF AMERICA**

**“Business Certification Program”**

The Company and the Union do hereby agree to incorporate this memorandum of agreement regarding the certification of Business Services Technicians I, II, and III into the collective bargaining agreement between the Company and the Union. This agreement provides for additional compensation to Business Services Technicians II and for Business Services Technicians III. This additional compensation shall be reflected in pension bands, the Sprint Savings Plan tables and new wage schedules attached.

Current Business Service Technicians shall have their title changed to Business Service Technician I. The wage rates, pension bands, and savings plan tables listed in the collective bargaining agreement applicable for Business Services Technicians shall apply to the new title. They shall not be required to certify in the titles of Business Services Technicians II or III but shall be offered the opportunity to do so in order of seniority within their respective work group. No new entrants within the work group shall be given the opportunity to certify until all current employees in the current classification or its replacement have been given the opportunity to certify. Those Business Service Technicians who have been certified prior to the Agreement shall be placed in the appropriate title of Business Service Technician II or Business Service Technician III.

All job postings shall be for Business Services Technicians I but new entrants shall be offered the opportunity to certify as Business Services Technicians II or III within 18 months of being placed in the classification of Business Services Technician I. There may be circumstances which would prevent this certification such as all incumbents haven't been given the opportunity to certify or the availability of training and in such case the Company shall have a reasonable amount of additional time for the certification process. Nothing in this memorandum will be construed to restrict management's right to hire Business Service Technicians I under Article 16, Section 6 of the Labor Agreement.

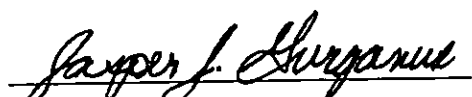
The Company shall assist employees in getting the necessary training for certification through Company sponsored schools or tuition assistance programs. Management may consider seniority in determining how training opportunities will be scheduled.

Employees who successfully certify will be moved to the appropriate wage schedule at the beginning of the next pay period and shall be allowed to make appropriate changes in their savings plan contributions, if they so desire.

The Company may make changes in the requirements for certification based on technological changes and business needs after meeting with the Union and explaining the need for such changes. No technician shall decertified due to changes in the program without first being given the opportunity for the formal training necessary to remain certified.

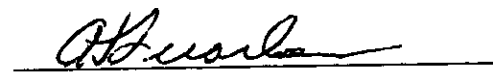
Employees, regardless of certification, shall remain a part of the same work group and shall continue to exercise seniority within that work group. If, for what ever reason, there is a reduction in the work force, the employees shall be displaced in the inverse order of seniority without regard to certification.

Work assignments shall be handled based upon the needs of the customers and the business and not the certification level of the employees except to the extent that the employees are qualified to perform the work assigned.

  
J.J. Gurganus

CWA Representative

Date: 2/27/01

  
A. H. Quarles

Employee Relations Manager

Date: 2/26/01

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# 2003

## JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	

## MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## MAY

S	M	T	W	T	F	S
				1	2	3
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

## JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

# 2004

## JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	16
22	23	24	25	26	27	28
29						

## MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## APRIL

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## JUNE

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## JULY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## AUGUST

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## SEPTEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## OCTOBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## NOVEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

# 2005

## JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## FEBRUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

## MARCH

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
22	23	24	25	26	27	28
27	28	29	30	31		

## APRIL

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## MAY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## JUNE

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## JULY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## AUGUST

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## SEPTEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## OCTOBER

S	M	T	W	T	F	S
					1	2
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## NOVEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## DECEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	17	18	19
18	19	20	21	22	23	24
25	26	27	28	29	30	31